

The Solicitors Journal.

LONDON, AUGUST 21, 1886.

CURRENT TOPICS.

WE PRINT elsewhere the Summary Jurisdiction Rules, 1886, the approaching issue of which we recently announced. The rules consolidate the previous two sets of rules of 1880 and the rule of 1881; and in the lengthy schedule of forms there are consolidated the forms in the schedules to the Summary Jurisdiction Act, 1848, and to the Summary Jurisdiction Rules, 1879. The main points of interest in the new rules will be found discussed *ante*, p. 650.

THE FIRST DAY of the Vacation Sittings in Chancery is usually marked by a heavy paper of cases, and Wednesday last formed no exception to this rule. Mr. Justice STIRLING had before him a list of fifty-three applications, to which two were added in the course of the day, and, in addition to this, there were several *ex parte* applications. The judge sat until half-past five o'clock and disposed of the whole of these cases which were ready to be heard, but a large number stood over on various grounds, and at the end of the day nearly forty orders had been made.

THE RULE THAT a solicitor who is a trustee is not allowed to charge profit costs was enforced by Mr. Justice CHITTY on the 12th inst. in a case of *Re Barber, Burgess v. Vinicome*. The question was raised, on an application to review taxation, whether a solicitor, being one of several trustees, is so entitled to charge. The learned judge decided that he is not entitled on the ground that *Craddock v. Piper* (1 Mac. & G. 664) has not been overruled, although it was questioned in *Manson v. Baillie* (6 Macq. 80). The principle of this decision is, no doubt, a wholesome one, although at times it effects a certain amount of hardship, but, seeing that *Craddock v. Piper* is still law, the decision was inevitable. To solicitors who may find themselves in the position of trustee we can recommend the study of the case of *Clack v. Carlton* (9 W. R. 568).

A SLIGHT DIFFICULTY which arose on the 11th inst., in a case before Mr. Justice CHITTY, is worthy of notice, as it arose out of an error into which solicitors may occasionally fall. The application was for the compromise of an administration action in which the chief clerk's certificate had found a large number of creditors, and the compromise included a payment of a dividend to the creditors and the remainder of the estate to the beneficiaries, the estate being insufficient. Counsel informed the court that he had the written assent of all the creditors, but admitted that he was not instructed to appear for them. The learned judge took occasion to say that the only mode of audience in court is by counsel or by appearance in person, and he directed that either a brief should be produced for all the creditors or that their signatures to an agreement binding them to the compromise should be verified by affidavit. It is usual whenever an assent of this sort is required to frame it in such a way that the party assenting instructs those requiring the assent to appear by counsel for him in court, and so the difficulty alluded to is obviated.

IN THE RECENT case of *Day v. Ward*, a short report of which will be found elsewhere, a claim was made by a solicitor to be sued in the High Court, and to be exempt from being sued in the Mayor's Court, on the ground that he was bound, as a solicitor of the High Court, to be present in it. As a basis for this claim a passage from

Mr. TIDD was relied upon as laying down the old practice. If the 87th section of the Judicature Act, 1873, had been referred to the claim would probably have been treated as having no foundation. There is, in fact, no such designation as "solicitor of the High Court," and there is no roll of solicitors of that court. The roll is a roll of solicitors of the Supreme Court. If a solicitor is supposed to be present in the Supreme Court, it would be difficult to describe the place where he is to be found. In short, the Supreme Court is not a locality, although the business of that court is carried on in several localities, no one or more of which is or are known by that name.

THE MEMBERS of the Indian bar who recently complained, in the columns of the *Times*, that their claims were overlooked in the distribution of judicial patronage in India, will no doubt derive some consolation from the announcement of the appointment of Mr. SCOBLE as legal member of the Governor-General's Council. A long practice in India, ending with three years' official experience as Advocate-General of Bombay, will have familiarised Mr. SCOBLE, not merely with Indian law and practice, but with the condition and requirements of the Indian community, while, since his return to England, he has continued his acquaintance with the same system of law as one of the leaders before the Privy Council. Mr. ILBERT, on assuming the same post, had special advantage in his long experience at home as a Parliamentary draftsman, but many even of his most distinguished predecessors must have had to commence their study of English law after their arrival at Calcutta.

BY THE 24th of the Supreme Court Funds Rules, 1886, the duty of carrying in lodgment and payment schedules of chancery orders to the paymaster is taken away from solicitors and put upon the registrars, who will transmit them direct to the paymaster; and rule 25 gives the paymaster authority to give effect to the several operations directed in the schedules. It is impossible to say how far the paymaster will refrain from acting upon schedules until he is set in motion by the solicitor, but he will be very liable to go wrong if he takes upon himself to act without first studying the whole of the directions and ascertaining for himself what may be the possible results of his so doing. For instance, if he finds a direction to sell a large sum of Consols, and out of the proceeds to pay costs when taxed, he may fall into the error of selling the stock at once, and so throwing away a dividend which would have been earned between that time and the completion of the taxation. Solicitors were always able to keep back their schedules, and to carry them in when the operations directed were required to be performed, but in future they will never know whether the paymaster has been giving effect to the schedule, and must go and inquire from time to time. It is undeniable that the power to keep back a schedule might have been used for an improper purpose, but if such a case ever occurred it only affected the particular case, and we are inclined to believe that this new rule will be the cause of much confusion and trouble in numerous cases, and will by no means expedite business, as presumably it is intended to do.

WHEN THE ACTION of *Bradlaugh v. Newdegate* (31 W. R. 792, L. R. 11 Q. B. D. 1) was decided by the present Lord Chief Justice of England, there appeared to be some doubt in the profession as to the existence of a common law right of civil action for maintenance, as distinguished from the admission of the plea of maintenance as a defence to an action of contract, and there was some regret that the case was not carried to the Court of Appeal; but, in the recent case of *Harris v. Brisco* (34 W. R. 729), the question of the right to bring such an action has been established by the considered judgment

of the Court of Appeal, wherein Lord Justice FRY treated the question as settled by "a whole chain of authority," from the *dictum* of Lord COKE to the recent decision of Lord COLERIDGE. Upon the same appeal, however, another important point was decided in favour of the defendant—namely, that it is a good defence that the defendant, in maintaining the former action, had acted from "charity." WILLS, J., had ruled at the trial that charity was not a good defence if the defendant had acted without reasonable inquiry, even though he was not actuated by malice, and it was urged in support of his judgment that the plea of charity was applicable only when oppression had been proved. The Lords Justices have, however, now taken a liberal view of the matter, and have held that the old authorities recognise the propriety of giving money to a poor man to support his suit, and of a master maintaining his servant in an action against a stranger, and FRY, L.J., pointed out that there is no trace of any limitation upon the rule that charity is a good defence. From this it followed that it was enough for the party maintaining another to have a *bond fide* belief that the latter has some claim against his opponent, and that WILLS, J., was wrong in requiring proof of reasonable grounds for holding such belief. The decision upon the latter question does not, of course, touch the case of *Bradlaugh v. Newdegate*, but it establishes the point that there may be circumstances under which the law recognises maintenance as justifiable and legal.

AN IMPORTANT QUESTION of evidence was recently raised at Calcutta under the Indian Evidence Act, the 32nd section of which describes verbal or written statements of a deceased person as being "relevant facts" in the following case (among others)—"when the statement relates to the existence of any relationship by blood, marriage, or adoption, between persons as to whose relationship the person making the statement had means of special knowledge; and when the statement was made before the question in dispute was raised." One of the *Illustrations* appended to the section puts the following case:—"The question is, what was the date of the birth of A.? A letter from A.'s deceased father to a friend, announcing the birth of A., is a relevant fact." In a suit on a promissory note the defendant pleaded infancy, and a witness was called on his behalf, who deposed that he had received from the deceased father of the defendant a statement as to the age of the latter. In support of the admissibility of a question as to what the father said, reliance was placed upon the portion of the section and upon the *Illustration* to which we have already referred; but Mr. Justice TREVELYAN, before whom the suit was heard, refused to allow the question to be put, since the statement could be relevant only in a case of pedigree; and "the rule which admits hearsay evidence in pedigree cases is confined to the proof of the pedigree, and does not apply to proof of the facts which constitute a pedigree, such as birth, death, and marriage, when they have to be proved for other purposes." The learned judge referred to the recent English case of *Haines v. Guthrie* (33 W. R. 99, L. R. 13 Q. B. D. 818), which was precisely in point. That was also the case of a plea of infancy, set up in an action for goods sold and delivered, and an affidavit made in a chancery suit by the defendant's deceased father was tendered as evidence of the defendant's age; but the Queen's Bench Division and the Court of Appeal held that no question of pedigree was involved, and that the defendant's age could not be proved by hearsay evidence.

WE REPORT elsewhere a case of *Re Vernon, Ewens, & Co.* (a portion of the mass of litigation occasioned by the PARKER frauds), which seems to us to give rise to some very serious considerations. The facts, so far as they concern our present purpose, were these. HERVEY employed the PARKERS to invest £11,000 for him. PARKERS invested this sum, together with other sums, on mortgage of some engineering works belonging to a firm, and of some policies of assurance, the mortgage being taken in PARKERS' names. Subsequently the mortgagor firm was converted into a limited company, who bought some property which was added to the works. A new mortgage over the whole property was given to PARKERS in substitution for the former security, and ultimately PARKERS accepted shares in the company in satisfaction of the mortgage debt, and re-conveyed the mortgaged property to the

company. It seems to have been admitted that the company had no notice that part of the mortgage-money was held on trust. The action was brought by HERVEY's representatives to obtain a declaration that HERVEY's estate was entitled to a charge as contributory mortgagees for £11,000 on the property of the company. The Court of Appeal treated PARKERS as trustees for HERVEY of the original mortgage to the extent of the £11,000, and held that HERVEY was entitled to the benefit of the further security afforded by the substituted mortgage. So far, of course, the rights were clear; but the court held, further, that HERVEY's representatives had a better equity than the company, who were purchasers for value without notice from PARKERS, the trustees of the mortgage, that there was no negligence on the part of HERVEY or his representative, and that no act had been done by either of them which enabled the fraud to be committed, and there was therefore nothing to defeat their equity. They had simply allowed their mortgage deeds to remain in the hands of their solicitors, and "it would be wrong to postpone the claim of HERVEY's representative on the ground that solicitors were trusted whom there was no reason to distrust. A *cestui que trust* was entitled to trust his trustee." Now let us see what was the extent of the "trust" which was reposed in PARKERS. The £11,000 was placed in their hands for investment before 1879, and the first mortgage was executed in that year. HERVEY died in July in that year, and in the residuary account of his estate, prepared by PARKERS, the £11,000 was stated to be "secured on the land and works of the company." It does not appear from the report that HERVEY's representative was informed that the mortgage was a contributory one, or that it was taken in the name of PARKERS. If the representative did not know this, how could the case be one of "a *cestui que trust* trusting a trustee"? It would rather be a case of a personal representative making no inquiry, during five years or so, after the deeds connected with a security in which, as the representative must have known, part of the estate was invested. It seems, from the conclusion of Lord Justice COTTON's judgment, that "the client had not made inquiry as to how the solicitors were performing their duty." If the facts are as above supposed, we can only say that the decision is a surprising one; but there must have been facts, not disclosed in the report, which led the court to believe that the representative was aware that the mortgage was a contributory one, and that PARKERS were trustees of it to the extent of £11,000. But the point to which we wish to call attention is this: How can any purchaser of property on which there exists a mortgage to a solicitor-mortgagee complete with perfect safety? He may obtain the concurrence in his conveyance of the mortgagee, and may have all the deeds handed over, and yet it may afterwards appear that a portion of the mortgage-money consisted of money which had been placed with the solicitor to invest for a client, and if the solicitor is one of those (happily extremely rare) practitioners who, while enjoying a high reputation for integrity, is in reality a rogue, the purchaser may have to repay the money lost by the fraud of the solicitor.

SERVICE OF NOTICE FOR ATTACHMENT.

I.

FROM the tender regard which the law entertains for the liberty of the subject, it might naturally be supposed that every step in the procedure to attach for contempt of court was of a definite and well-ascertained character. The jurisprudence of a country which glories in such bulwarks of freedom as *Magna Charta* and the *Habeas Corpus* Act must, one would think, have prescribed with the utmost nicety the minutest details of practice connected with imprisonment as a mode of execution. Yet we are much mistaken if there be not room, even in the present mature state of our legal institutions, for the gravest doubt on several important points relating to this matter, and upon one of these points—the proper service of a notice for writ of attachment—it may be worth while to offer some observations.

R. S. C., 1883, ord. 14, 2, provides that no writ of attachment shall be issued without the leave of the court or a judge, to be applied for on notice to the party against whom the attachment is to be issued; the question for consideration is, does this rule require personal service or is service on the solicitor of the party against whom the attachment is sought sufficient? In the case of *Browning v.*

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Sabin (L. R., 5 Ch. D. 511 (1875)), the late Master of the Rolls held that service on the solicitor was sufficient, and his lordship, in the subsequent case of *In re Ryan* (28 W. R. 529 (1880)) said, "My reason for that decision was that service of orders upon the solicitors on the record was service throughout upon the party." In *Mann v. Perry* (50 L. J. Ch. 251 (1881)) on the other hand, Bacon, V.C., deliberately refused to follow the above decisions:—"In the cases before the Master of the Rolls there must have been special circumstances rendering it impossible to effect personal service. No such circumstances are proved here, and, in the absence of them, I must decline to make the order." So far as the report goes, there certainly were no special circumstances rendering personal service impossible in *Browning v. Sabin*, and as to *In re Ryan* the actual point decided was that service of a notice of motion to attach by leaving the same at defendant's residence was, in the particular state of facts then existing, sufficient, although, as we have seen, the Master of the Rolls took occasion to explain the ground upon which his judgment in *Browning v. Sabin* proceeded. In this last-named case, as well as in *Mann v. Perry*, the notice was served on defendant's solicitor without any evidence to shew that there was a reason for not effecting personal service; these two cases, therefore, notwithstanding the Vice-Chancellor's courteous attempt to reconcile them, are in direct conflict, and we have to inquire which is the sounder in law.

First, then, as to the positive Rules of Court. R. S. C., 1883, ord. 19, 10, provides that every pleading or other document required to be delivered to a party, or between parties, shall be delivered in the manner now in use to the solicitor of every party who appears by a solicitor, or to the party if he does not appear by a solicitor; but if no appearance has been entered for any party, then such pleading or document shall be delivered by being filed with the proper officer; and ord. 17, 2, provides that all writs, notices, pleadings, orders, summonses, warrants, and other documents, proceedings, and written communications in respect of which personal service is not requisite, shall be sufficiently served if left, within the prescribed hours, at the address for service of the person to be served, as defined by orders 4 and 12, with any person resident at or belonging to such place. Amongst other provisions, order 4 provides that the solicitor of a plaintiff suing by a solicitor shall, on the writ of summons, give an address for service where writs, notices, and other documents may be left for him; and order 12 provides that the solicitor of a defendant appearing by a solicitor shall, in the memorandum of appearance, give an address for service. The foregoing are the only rules of court which, in general, expressly deal with service on a party's solicitor; it is to them, therefore, we must first look to ascertain if personal service of notice to attach is necessary under the present procedure. Ord. 19, r. 10, says that every pleading or other document required to be delivered to a party shall be delivered in the manner now in use to the solicitor of every party who appears by a solicitor. This rule is a mere reproduction of R. S. C., 1875, ord. 19, r. 6; thus the old practice of delivering pleadings and documents is preserved, and the correct interpretation of ord. 19, r. 10, must be determined by reference to the manner of delivering pleadings which was in use when the Judicature Acts and Rules of 1875 came into force. Again, ord. 67, r. 2, whilst it declares that service of writs, notices, &c., at the address for service shall be sufficient, adds the limitation: "in respect of which personal service is not requisite"; this also throws us back upon the old practice, for, failing any specific provision as to personal service in the Judicature Acts and Rules, the old procedure and practice remain in force (R. S. C., 1883, Introductory Note; ord. 72, 2; R. S. C., 1875, Introductory Note). Now there is no provision in the Acts or rules about the mode of serving a notice to attach other than that contained in ord. 44, r. 2, above quoted, and this rule merely says that the leave to issue a writ of attachment shall be applied for on notice to the party against whom the attachment is to be issued. By itself, and in its literal terms, this rule imports personal notice to the party affected; but, it is conceived, the rule must be read in conjunction with and subject to ord. 19, r. 10, and ord. 67, r. 2. Of these rules, the former speaks of delivery, the latter, of service of documents, and it may be that, upon the true construction of the rules, a distinction should be recognized between delivery and service. That distinction, however,

could little tend to solve the difficulty with which we are dealing, for ord. 44, r. 2, affords no indication as to whether notice of attachment should in technical language be delivered or whether it should be served. Waiving this point there is this to be said of ord. 67, r. 2, that its wording—"all notices in respect of which personal service is not requisite"—implies that there is at least some notice in respect of which personal service is necessary. Throughout the Rules of Court, however, there is no instance of a notice which is especially required to be served personally; and it follows that there must be some notice which has to be served personally, although there is no express provision to that effect. No doubt it would be possible to satisfy the implication of personal service contained in ord. 67, r. 2, by confining such service to notices expressly ordered by a court or judge, or required by some statute or contract to be served personally, but the more natural interpretation is to understand ord. 67, r. 2, in a wide sense so as to include notices prescribed by the Rules of Court themselves. So understood, Ord. 67, r. 2, furnishes, perhaps of itself, some slight ground for holding that service of a notice to attach must be personal, for it is difficult to see what other notice can be reasonably required to be served personally if this is not.

CONCERNING SEARCHES.

(II.) SEARCHES FOR TERMINABLE CHARGES.

EFFECT OF TERMINABLE CHARGE ON POWER OF SALE.

THE existence of a terminable rent-charge or annuity, or of a gross sum payable out of income by annual instalments charged on settled land, causes great difficulty when it is proposed to sell the land under a power; for it will be observed that, whether the charge is commuted for a lump sum which is paid off out of the purchase-money or the land is sold subject to the charge, the result is to benefit the tenant for life at the expense of the remainderman.

An example will render this more clear. Suppose that land is settled subject to a jointure rent-charge of £1,000, and that the life of the jointress is worth ten years' purchase. Then, in order to free the land from the jointure, it will be necessary to pay £10,000 out of the purchase-money to the jointress, or, if the land be sold subject to the jointure, to deduct £10,000, in practice something more, from the purchase-money. The result is that, after the sale, the tenant for life, instead of paying £1,000 a year, as he did before the sale, only loses the interest on £10,000, say £400 a year, being a difference of £600 a year in his favour, and, instead of the estate becoming free on the death of the jointress for the benefit of the person then entitled under the settlement, there is a loss of income in perpetuity of £400 a year.

The Conveyancing Act, 1881, s. 5.—In cases falling within the Conveyancing Act, 1881, the difficulty can be got over by paying £33,333, plus ten per cent—i.e., £36,666 in all—into court under section 5, but it must be observed that this remedy is not effectual in cases where only a small part of the property, the sole money of which is less than £36,666, is sold.

Re-settlement subject to Jointure.—Where a settlement is to be made subject to an existing jointure, which, of course, is not overridden by the power of sale, whether statutory or express, conferred by the settlement, it is sometimes arranged that the jointress shall release her jointure and take a new rent-charge of the same amount under the settlement, a rent-charge which will be overridden by the new power of sale. But it should be remarked that this cannot be done without the consent of the jointress, consent which she cannot be advised to give if the property is heavily incumbered and her jointure is paramount to the incumbrances, as the effect of the release will be to give to the incumbrances priority over the jointure.

The Settled Land Act, 1882, s. 5.—When the jointure is paramount to the settlement, so that it cannot be defeated by the power of sale, but only affects part of the settled land, it can, with the consent of the jointress, be charged on other part of the settled land in exoneration with that already charged with it for the purpose of enabling the sale to be made (see the Settled Land Act, 1882, s. 5.)

Cases not falling within the Acts.—In cases where neither the Conveyancing nor the Settled Land Act is applicable, the difficulty of making a sale where a jointure paramount to the settlement is

sometimes insuperable, as the only course is to obtain a release of the jointure, a release that the jointress is often unwilling to give owing to the difficulty in providing security for its being paid after the sale. Of course, provision may be made in the resettlement for making a sale subject to the jointure, or on the terms of providing for it out of the purchase-money. The form 2 Key & Elph. Comp. 619, which is adapted to charges under Acts relating to the drainage and improvement of land discussed in a latter part of this article, may be readily adapted to this purpose.

Sale subject to Terminable Charges is a Breach of Trust.—It cannot be too clearly remembered that, as a sale by a person in a fiduciary position ought to be for the benefit of all parties interested, whether as tenant for life or as remaindermen, it is a distinct breach of trust, where the property is subject to a terminable charge payable out of income, to make a sale under a power, either subject to the charge or on the terms of paying it off out of the purchase-money. This is of great importance at the present time, when a large quantity of agricultural land is subject to drainage or improvement rent-charges. We are inclined to think that the impossibility of making a sale under a power where the land is subject to charges of this nature has often, but to what extent we cannot say, been overlooked (see *Dart Vend. & Purch.* 455), and wherever this has been the case the title to the property is hopelessly bad.

Capital Moneys under the Settled Land Act.—As drainage and improvement rent-charges were charged in respect of improvements of the same or a similar nature as those in which capital money may be expended under the Settled Land Act, s. 25, and as the improvements in respect of which the charges were created have, as a general rule, been made with the sanction of the Lands Commissioners for England, or made by some public body, the Commissioners of Sewers for instance, it might be thought that they might be paid off out of capital moneys arising under the Settled Land Act, but this is not the case: *Re Knatchbull's Settled Estate* (L. R. 27 Ch. D. 349).

SEARCHES FOR TERMINABLE CHARGES UNDER PUBLIC ACTS.

We now proceed to give a list of the searches which may occasionally have to be made for terminable charges created by statute. It is the usual practice not to make these searches, but to rest satisfied with the statement of the vendor's solicitor that no such charge exists. Having regard, however, to the serious effect, above pointed out, that the existence of such a charge produces on a sale under a power, it appears desirable, whenever there is the slightest probability of a charge of this nature having been made—as, for instance, where the present or any past owner of the property is known as an "improving" landlord, and the property is or has been in settlement—to continue the searches backwards against every owner mentioned in the abstract who has been in possession since the Act under which the charge could have been created was passed.

We cannot resist pointing out that, owing to the large number of offices that have to be searched, the expense of a complete search is, in the case of small purchases, prohibitory, and that it is well worth the consideration of the Legislature whether all charges of the nature under discussion which are capable of registration might not with advantage to the public be entered in one registry, with provision for an official search.

The following searches may occasionally be required:—

(1) *The Sewers Amendment Act.*—In the rolls or books of a Court of Sewers for charges under the Sewers Amendment Act (3 & 4 Will. 4, c. 22), s. 41. Charges under the Act are payable by instalments extending over a period not exceeding fourteen years.

(2) *The Land Drainage Act, 1861.*—In the books of a Drainage Board for charges under the Land Drainage Act, 1861 (24 & 25 Vict. c. 133), s. 67, which are payable by instalments extending over a period not exceeding fourteen years.

(3) *The Public Money Drainage Acts.*—For rent-charges under the Public Money Drainage Acts (9 & 10 Vict. c. 101 (see section 34); 10 & 11 Vict. c. 11; 11 & 12 Vict. c. 119; 13 & 14 Vict. c. 31; 19 & 20 Vict. c. 9; and parts of 12 & 13 Vict. c. 100). Charges of this nature last for twenty-two years (9 & 10 Vict. c. 101, s. 34); they may be redeemed by the landowner (9 & 10 Vict. c. 101, s. 45); and, on redemption, may be kept on foot for his benefit (12 & 13 Vict. c. 100, s. 30);

and part of the land may be freed from the charge (19 & 20 Vict. c. 9, s. 8). A register of these charges, under the name of the landowner to whom the advance was made, is kept at the office of the Land Commissioners, 3, St. James's-square; but the books of the Commissioners of Inland Revenue, substituted for the Commissioners of Stamps and Taxes by 12 & 13 Vict. c. 1 and 19 & 20 Vict. c. 9, s. 10, do not, as might be expected, shew whether a particular piece of land is or was subject to a drainage rent-charge.

(4) *The Private Money Drainage Act, 1849.*—In the register kept by the Land Commissioners for rent-charges under the Private Money Drainage Act, 1849 (12 & 13 Vict. c. 100). This register is kept in the name of the landowner to whom the advance was made. Where the land is in a register county the county register only need be searched: section 14. As this Act was repealed by the Improvement of Land Act, 1864 (27 & 28 Vict. c. 114, s. 1), as from the 29th of July, 1864, except as to pending matters, and the rents charged by the Act terminated in twenty-two years (see 12 & 13 Vict. c. 100, ss. 9, 10), very few such rent-charges can be in existence. Charges of this nature can be apportioned (12 & 13 Vict. c. 100, s. 12), but no apportioned rent-charge can be less than £1.

(5) *The Improvement of Land Act, 1864.*—At the Land Registry Office for memorials of charges under the Improvement of Land Act, 1864 (27 & 28 Vict. c. 114) (see section 56). The improvements authorized by this Act are extended by the Limited Owners Residences Act, 1870 (33 & 34 Vict. c. 56), as amended by 34 & 35 Vict. c. 84, the Public Health Act, 1875 (38 & 39 Vict. c. 55), s. 31, the Limited Owners Reservoirs and Water Supply Further Facilities Act, 1877 (40 & 41 Vict. c. 31), s. 5, the Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 30. The principal Act is incorporated for certain purposes in the Towns Drainage and Sewage Utilization Act, 1867 (30 & 31 Vict. c. clxxiii.), local and personal, s. 7. There are no indices to these memorials, which are entered in a small register, the whole of which can be searched in a few minutes. Charges under the Act are created by way of rent-charge (see 27 & 28 Vict. c. 114, s. 51), which cannot last for more than twenty-five years (section 26). The charges can be apportioned, and part of the land can be released therefrom (section 68) by registered order of the Land Commissioners (section 69). As to the construction of 33 & 34 Vict. c. 56 see *Re Dunn* (W. N., 1877, p. 39); as to the procedure under the Acts see 2 Seton, 4th ed., p. 1267.

CASES OF THE WEEK.

COURT OF APPEAL.

ROSS v. THE ARMY AND NAVY HOTEL CO.—C. A. No. 2, 11th August.

BILL OF SALE—REGISTRATION—COMPANY—DEBENTURES—"COVERING DEED"—BILLS OF SALE ACT, 1882, s. 17.

This was an appeal from a decision of Kay, J. (*ante*, p. 639). The question was whether a trust deed or "covering deed" for the security of the debenture-holders of a company required registration as a bill of sale, or whether it came within section 17 of the Bills of Sale Act of 1882, which provides that "nothing in this Act shall apply to any debentures issued by any mortgage, loan, or other incorporated company, and secured upon the capital, stock, or goods, chattels, and effects of such company. The action was brought against the company by debenture-holders for the purpose of realizing their securities. The security was effected in the first instance by giving to each person who lent money to the company a debenture, which was in form an agreement, under the seal of the company, to pay the bearer, on the 31st of December, 1888, the sum of £100, and also interest at seven per cent. per annum in the meantime, and each debenture contained these words:—"This debenture bond is issued upon and subject to the conditions indorsed thereon." The fifth of those conditions was as follows:—"The holders of the debenture bonds of this issue are entitled, *pari passu*, to the benefit of an indenture dated the 24th of November, 1883, and made between the company, of the one part, and Donald Alexander MacBean Ross and James Boardman, of the other part, whereby, subject to a sum of £75,000 and interest secured on mortgage (copies of which securities may be seen at the offices of the company's solicitors), the freehold buildings and premises of the company and all the machinery, fittings, fixtures, and furniture of the company in and about the said premises, and any of the machinery, fittings, fixtures, and furniture that may be substituted therefor during the continuance of the security effected by the late said indenture, are expressed to be vested in trustees to secure the payment of all moneys payable on such debenture bonds." The deed of the 24th of November, 1883, purported to be a conveyance and assignment of the

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hereditaments, fixtures, and chattels in words rather larger than those used in the conditions, the future chattels being not only those substituted for existing chattels, but also any brought upon the premises in addition thereto. The assignment was to trustees upon trust to enter and take possession and sell in case of default, and, out of the proceeds, to pay off the mortgage and debenture debts, and to pay the surplus, if any, to the company. This deed was not registered under the Bills of Sale Act, 1882. On the 17th of June, 1884, the directors issued a circular to the debenture-holders stating that there had recently been a decision of a judge of the High Court which seemed to imply that the trust deed for debenture-holders should have been registered under the Bills of Sale Act, and that, feeling it their duty to protect the interests of the debenture-holders, they had caused a new debenture, framed to meet that decision, to be sealed in favour of each present holder of debentures in a form annexed, which might be received by the debenture-holder at any time. This new form of debenture purported, on the face of it, to charge in favour of the holder or bearer the amount due on the debenture upon the company's undertaking and all its property, both real and personal, present and future, and it was stated to be supplemental to the original bond of the holder to whom it was given. On the 17th of December, 1885, a petition was presented to wind up the company; on the 5th of March, 1886, a winding-up order was made; and on the 10th of May a liquidator was appointed. The plaintiffs and the trustees of the debenture deed and certain of the debenture-holders applied by motion in the action that the receiver and manager who had been appointed in the action of all the property and assets comprised in the deed of the 24th of November, 1883, might be appointed receiver of all additional property comprised in the supplemental debentures. The liquidator, on the other hand, moved that the receiver and manager might be ordered to deliver over to him all chattels comprised in the deed of the 24th of November, 1883. Kay, J., held that, assuming the deed of November, 1883, to be void for want of registration or for any other reason, the intention to give the debenture-holders a valid charge upon the property comprised in the deed was manifest on the face of the debentures. The debentures were equivalent to a contract in equity to charge the money lent upon the chattels comprised in the deed, and were exempted from the operation of the Bills of Sale Act, 1882, by section 17. His lordship accordingly made a declaration that all the chattels intended to be charged with the money due on the original debentures were subject to an equitable charge in favour of the holders of the debentures. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. They held that, having regard to the 5th condition of the debentures, there was a contract on the part of the company to give the debenture-holders a charge upon all the property of the company, and that a charge was thereby constituted, and that the debentures came within section 17 of the Bills of Sale Act, 1882. Their lordships declined to express any opinion as to what would be the effect of section 17 on debentures secured on a specific part of the property of the company.

There was a cross-appeal by a holder of one of the supplemental debentures, who had advanced his money after the issue of the original debentures, claiming, on behalf of the holders of the supplemental debentures, to be entitled to the additional property comprised in those debentures. The COURT held that the supplemental debentures were issued to give a better security to the holders of the original debentures, and not for the purpose of giving them a charge on additional property.—COUNSEL, *Hastings, Q.C., and Maidlow; Kekewich, C.C., and Phipson Beale*. SOLICITORS, *Ford, Lloyd, & Co.; Travers Smith & Braithwaite*.

EMMERSON v. IND—C. A. No. 2, 10th August.

APPEAL—STAY OF PROCEEDINGS—ORDER FOR DISCOVERY OF DOCUMENTS.

This was an application by the defendants for a stay of the proceedings under an order for the discovery of documents made by the Court of Appeal (*ante*, p. 654), pending an appeal to the House of Lords, on the ground that, when once the documents had been shewn, the appeal would be useless. COTTON, L.J., said that he should himself have wished to order the defendants to give a list of the documents, but the other members of the court thought that such an order would deprive the defendants of what they sought to get by their appeal to the House of Lords. An order would, therefore, be made for a stay of execution, on the ground that otherwise the appeal would be useless; but the documents must be deposited in the central office till after the appeal had been heard. The defendants must give an undertaking to prosecute the appeal and to present it within a week. The deeds must be deposited on oath by tomorrow. The defendants would have access to them, but would not be at liberty to remove them from the custody of the court. LINDLEY and LOPES, L.JJ., concurred, on the ground that, without a stay of execution, the defendants' right of appeal to the House of Lords would practically be lost.—COUNSEL, *Macnaghten, Q.C., and Haldane; Whitehorse, Q.C., and Edward Ford*. SOLICITORS, *Haynes & Clifton; J. W. Sykes*.

Re VERNON, EWENS, & CO.—C. A. No. 2, 6th August.

TRUSTEE AND CESTUI QUE TRUST—TRUST MONEY INVESTED ON CONTRIBUTORY MORTGAGE—CONVEYANCE OF MORTGAGED ESTATE BY TRUSTEE—PURCHASER FOR VALUE WITHOUT NOTICE—RIGHT OF CESTUI QUE TRUST AGAINST ESTATE—PRIORITY—FRAUD—NEGLECT.

This was an appeal from a decision of Bacon, V.C. (34 W. R. 606, L. R. 32 Ch. D. 165), the question being as to the rights of a *cestui que trust* against real estate in the hands of a purchaser from the trustee. Mrs. Farrar, as the administratrix of W. L. Hervey, who died in July, 1879,

claimed a declaration that she was entitled to a charge, as contributory mortgagee, for £11,000 upon the property of Vernon, Ewens, & Co, a limited company which was being wound up. In 1877 Messrs. Vernon & Ewens, then a private firm, mortgaged to Messrs. Parker an acre of freehold land and their works for £1,500. On August 1, 1879, Parkers advanced £20,000 on a mortgage of the works and a policy of assurance, and subsequently advanced a further sum of £35,000 on the property and other assurance policies. These amounts consisted in part of a sum of £11,000 belonging to Hervey, which had been left by him in the hands of Parkers for investment. This was acknowledged by an entry in the books of Parkers. Hervey died on July 9, 1879, and in the residuary account of his estate, prepared by Parkers, was included the item of £11,000, which was stated to be secured on the land and works of the company. In 1882 Vernon, Ewens, & Co. sold their business to one Davis, with whom they subsequently entered into partnership under the style of Vernon, Ewens, & Co., and in October, 1882, the firm was converted into a limited company, who bought three additional acres of land which had been added to the works. In the meantime—viz., on October 12, 1882—a mortgage had been given to Parkers for £50,000 on the three acres in place of the previous mortgages. There were some other charges for £750 and £8,000 in favour of a bank, which had priority over the charge for £50,000. In July, 1883, Parkers agreed to accept £50,000 in shares of the company in satisfaction of their debt, and in December, 1883, they conveyed the mortgaged property to the company in consideration of those shares. Bacon, V.C., allowed the claim of the administratrix. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that, having regard to the conduct of the Parkers, to the purpose for which they received the £11,000, to the entry in their books, and to the residuary account prepared by them, they must be treated as trustees for Hervey's representative of the £50,000 mortgage to the extent of the £11,000. They had no right to give up the mortgage on the one acre to the detriment of their client, but, although they could not bind their client by so doing, the client had a right to have the benefit of the fresh security which the Parkers had taken on the three acres. The client had a right to follow the security which the Parkers had got. But it was contended that the company had a better equity by reason of the conduct or neglect of Hervey's representative. In all the cases relied on, however, some act which enabled the fraud to be committed had been done by the person whose equity was held to be defeated. Those cases differed from that of a person allowing his deeds to remain in his solicitor's hands, where the solicitor had a duty to perform for his client. The Parkers, having Hervey's money to invest, had so acted as to constitute themselves trustees for him. There had been nothing to excite suspicion, and it would be wrong to postpone the claim of Hervey's representative on the ground that solicitors were trusted whom there was no reason to distrust. A *cestui que trust* was entitled to place confidence in his trustee, and there was nothing in the present case to postpone the claim because the client had not made inquiry as to how the solicitors were performing their duty. LINDLEY, L.J., said that, on the evidence, he could come to no other conclusion than that the Parkers were trustees of the £50,000 mortgage to the extent of their client's £11,000. As to the other point, it was necessary for the company to shew that the claimant had, by negligence, or want of care or of prudence, so misled the company that she had lost her prior equity. It could not be said that the one had trusted the Parkers more than the other. Could it be said that a *cestui que trust*, by not looking after his securities which were in his trustee's hands, had neglected that which a prudent person would have done? Hervey and his representative had done no act, they had left the Parkers to carry out their wishes, and his lordship could see no want of prudence on their part, and no better equity on the part of the company. LOPES, L.J., concurred.—COUNSEL, *Sir Horace Davey, Q.C., Millar, Q.C., and Bramley; Hemming, Q.C., and Stock; Maidlow; Whinney*. SOLICITORS, *Francis & Johnson; Dixon, Ward, & Co; Church, Rendell, & Treherne*.

LORD DYNEVOR v. TENNANT—C. A. No. 2, 11th August.

EASEMENT—GRANT—EXTINGUISHMENT—MERGER—LEASE BY CO-OWNERS—RESERVATION OF RIGHTS—PARTITION OF REVERSION—CONVEYANCE BY ONE REVERSIONER TO LESSEE.

This was an appeal from the decision of Pearson, J. (*ante*, p. 355, 34 W. R. 737, L. R. 32 Ch. D. 375). The question was as to the effect of a partition made by the co-owners of the reversion in land, which was subject to a lease, and the subsequent conveyance by one of the reversioners of his interest in severally under the partition to the lessee, upon a right which had been reserved by the lease. In 1820 the Neath Abbey Estate was vested in three co-owners in undivided thirds. The then Lord Dynevor was the owner in fee of one-third, H. C. Compton was the owner in fee of another third, and the remaining third was vested in the trustees of a settlement, under which Lord Dynevor was the tenant for life of a moiety of that third, and Sarah Doyley was tenant for life of the other moiety. The tenants for life had power to grant leases. In June, 1820, Lord Dynevor, Compton, and Sarah Doyley granted a lease of a strip of land, part of the estate, for a term of 1,000 years to George Tennant for the purpose of constructing a canal. The lease contained a proviso that nothing therein contained should prevent the lessors, their heirs or assigns, from using all or any of the demised land, or any stream or streams of water flowing over or through the same, or from granting any wayleaves or roads over or across the same, but so as not to prejudice or injure the canal or the navigation thereof. The canal was constructed, and it became ultimately vested in the defendant. In 1838 the three owners of the Neath Abbey Estate—viz., the then Lord Dynevor, Compton, and the trustees of the settlement—made a partition of the estate, certain lands being allotted to each of them severally in fee. The land allotted

to Compton included a part of the canal, with an apportioned part of the rent, and some land which did not adjoin the canal. That part of the canal which was allotted to Compton abutted on one side entirely on land which was allotted to Lord Dynevor, and abutted on the other side partly on land which was allotted to Lord Dynevor and partly on land which was allotted to the trustees of the settlement. In 1839 Compton conveyed in fee to the then lessee of the canal that part of the canal which had been allotted to him, and also some other parts of the lands which had been allotted to him. The plaintiff was tenant for life of all the lands allotted on the partition other than those which were allotted to Compton. The question was whether the partition and the subsequent conveyance by Compton to the lessee had destroyed the right reserved by the proviso in the lease of 1820. The plaintiff claimed a right to build a bridge over that part of the canal which had been allotted, on the partition, to Compton, the plaintiff being owner of the land on both sides of that part of the canal. The action was brought to restrain the defendant from interfering with the building of the bridge and to obtain a declaration of the plaintiff's right. Pearson, J., held that, under the partition, Compton became the absolute owner of the reversion in fee of that part of the canal which was allotted to him, including the right to put an end to the lease and everything contained in it, and that there was no equity as between him and the other co-owners to prevent his exercise of that right. His lordship, therefore, dismissed the action. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision. They held that, on the true construction of the lease of 1820, the right reserved by the proviso was a regrant to the lessors as owners of the reversion of the demised land, and not to them as owners of the land intersected by the proposed canal, and that when, by the conveyance to the lessee, the term became merged in the reversion, the rights of the lessors as to the land comprised in that conveyance were thereupon extinguished.—COUNSEL, *Ozens-Hardy, Q.C., and E. Bray; Cookson, Q.C., and E. Beaumont.* SOLICITORS, *Warrens; Finch, Jennings, & Finch.*

Re JONES—C. A. No. 2, 9th August.

APPOINTMENT OF NEW TRUSTEE—VESTING ORDER—RE-APPOINTMENT OF TRUSTEE ALREADY APPOINTED—LUNATIC TRUSTEE SEIZED JOINTLY WITH OTHERS—APPOINTMENT OF PERSON TO CONVEY INTEREST OF LUNATIC—TRUSTEE ACT, 1850, ss. 3, 5.

This was a petition for the appointment of a new trustee of a will and a vesting order. There were three trustees originally; one of them had died. The others were A. and J. J. was of unsound mind, though not so found. In July, 1886, A., under a power in the will, appointed O. to be a trustee in the place of J. and the deceased trustee, the deed of appointment containing a declaration, under section 34 of the Conveyancing Act, 1881, vesting the trust estate in A. and O. Section 34, however, not applying to mortgaged estates or to stock, and the trust estate consisting in part of a mortgage of real estate and a sum of New Three per Cents., the petition asked that O. might be appointed a trustee of the will, and that the mortgaged estate and the right to transfer the stock might vest in A. and O. The Court of Appeal having held in *Re Viat* (ante, p. 536) that a trustee already validly appointed cannot be re-appointed, the petitioner's counsel asked for the appointment of someone to convey the interest of the lunatic. A doubt had been recently expressed by the court in another case whether section 3 of the Trustee Act, 1850, applies to the case of a lunatic seized of lands jointly with other persons, or whether it is not limited to the case of a trustee seized solely. The Court (COTTON, LINDLEY, and LOPES, L.J.J.), however, having regard to section 1 of the Act, which defines "lands" as including "hereditaments of every tenure or description, whatever may be the estate or interest therein," held that there was no foundation for the doubt, but that section 3 applied to a lunatic jointly seized, and they made the order asked for.—COUNSEL, *Dunning.* SOLICITORS, *Merediths, Roberts, & Mills.*

Re A MARRIAGE SETTLEMENT—C. A. No. 2, 12th August.

MARRIED WOMAN—SEPARATE ESTATE—REMOVAL OF RESTRAINT ON ANTICIPATION—CONVEYANCING ACT, 1881, s. 39—AFFIDAVIT SWORN BEFORE SOLICITOR OF PARTY—LEAVE TO RE-SWEAR—ORD. 38, RR. 14, 16.

This was an application by a wife, under section 39 of the Conveyancing Act, 1881, to enable a mortgage to be made of her life interest under a settlement which was subject to a restraint upon anticipation. Section 39 provides that, "notwithstanding that a married woman is restrained from anticipation, the court may, if it thinks fit, where it appears to the court to be for her benefit, by judgment or order, with her consent, bind her interest in any property." The husband had expended a considerable sum of money in repairing some houses which were settled on the wife, in consequence of which he was in a state of pecuniary embarrassment, and it was feared that execution would be levied on the furniture of the house in which the husband and wife lived, some of which furniture was the separate property of the wife. It was desired to raise £1,000 by means of a mortgage of the wife's life interest, which she was restrained from anticipating. Bacon, V.C., had refused the application. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.J.J.) granted the application on the condition that the wife's life interest was only to be a collateral security for the loan, and that the husband was to be primarily liable for both principal and interest, and also for the premiums of a policy of insurance on the life of the wife. Their Lordships said that this power ought not to be exercised in a case in which it was desired to raise money to pay debts caused by extravagance on the part of the husband and wife, nor for the benefit of the husband, nor

even for an indirect benefit to the wife by means of a benefit to the husband; but they thought that the present case was a proper one for the exercise of the power. One of the affidavits tendered in support of the application had, by a mistake, been sworn before the applicant's own solicitor, and was, therefore, by rule 16 of order 38, insufficient. The court allowed the affidavit to be used upon the undertaking of the applicant that it should be re-sworn and filed.—COUNSEL, *Leake; Cann.* SOLICITORS, *W. Briggs, Derby; Frith Needham.*

HIGH COURT OF JUSTICE.

Re BOLANACHI'S CHOCOLATE CO.—North, J., 11th August.

COMPANY—WINDING UP—SUPERVISION ORDER.

This was a petition for continuing the voluntary winding up of the company under the supervision of the court. The petitioner was the vendor to the company of the business which it was formed to carry on. He sold his patents and business to the company for £100,000 in fully paid-up shares. No other shares were issued, and he still held 75,000 of the shares. He was also a creditor for a small amount in respect of salary, and he held a debenture for £100. The company had issued debentures to the extent of £10,700. The debenture-holders had a charge on the whole of the company's assets, and it was said that nothing would be left for the other creditors, whose debts, however, were of small amount. An action had been brought in another branch of the court by a debenture-holder to realize the security of the debenture-holders, and a receiver had been appointed who was also acting as liquidator. The petition was opposed by debenture-holders who also held 21,000 of the 25,000 shares not held by the petitioner, on the ground that the whole of the assets belonged to the debenture-holders; that the assets were about to be realized in a debenture-holder's action, and that there was, therefore, nothing to wind up. NORTH, J., made a supervision order. He thought that the order might be of some use in preventing actions being brought against the company, and facilitating any project for an arrangement or reconstruction. The liquidator was acting without salary, and he did not think that the cost of the winding up could be much increased by the order. In several cases, both of the winding up of companies and the administration of the estates of deceased persons, he had recently found that the assets were entirely eaten up by the costs of liquidation, and in some cases they were not sufficient to provide for those costs. But in the present case, looking at the fact that the debenture-holders had an overriding charge and would not be injured, he should make the order.—COUNSEL, *Napier Higgins, Q.C., and Latham; Everitt, Q.C., and Walter Agnew; Cookson, Q.C., and Seward Brice.* SOLICITORS, *Hicks & Thomas; Wilkins, Blyth, & Dutton; Slade & Munk.*

Re PRINCE BATTHYANY-STRATTMAN (DECEASED); BATTHYANY-STRATTMAN v. WALFORD.

ADMINISTRATION ACTION—DILAPIDATIONS TO FOREIGN REALTY—AUSTRIAN AND HUNGARIAN LAW—ACTION IN ENGLISH COURT.

On the 12th of August North, J., delivered judgment in the above action, which was brought by Prince Edmund Batthyany-Strattman as a creditor claiming to have the real and personal estate of the late Prince Batthyany administered. The defendants were Annie Smith, the proving executrix and chief beneficiary, and the trustees of the late Prince's will. The testator was, at the time of his death, and had been for some time previously, entitled, as usufructuary or tenant for life, to extensive settled estates situated in Austria, Hungary, and Croatia, which, by his death, devolved on the plaintiff. The plaintiff alleged that the testator's estate was indebted to him, as remainderman of the settled estates, to the amount of £40,000, for deterioration in the nature of, or analogous to, waste or dilapidations caused or permitted by the testator during his tenancy of the settled estates. The plaintiff further alleged that the estate of the testator was liable, both by the general and local laws of Austria, Hungary, and Croatia, as well as by the conditions and the contract on the part of the testator, subject to and under which he accepted and enjoyed the said settled estates during his life, to make good to the plaintiff all such deterioration. The plaintiff also claimed £5,216 as the apportioned part, up to the death of the late Prince, of rents paid by the lessees of the various estates, such rents being, by the law of Austro-Hungary, payable in advance. A further claim was for sums in respect of coupons on bonds issued to the late Prince in 1848 as compensation for land, originally part of the settled estates, and which had been allotted to peasants. The bonds had been drawn though not paid. The coupons paid subsequently to the drawing were, by law, to be taken in reduction of the principal due, and the late Prince had allowed these sums to become mixed with his own property. Proceedings were pending in Austria respecting these claims, but, as the executrix proposed to distribute the assets in England, an injunction was asked to restrain her from dealing with them. The defence set up was that the late Prince was a naturalized Englishman and domiciled here at his death (this was admitted in the course of the action); that the claim for dilapidations to foreign realty could not be made the ground of an action here; and that, if they could, the executrix was entitled to set off the value of "ameliorations" to the settled estates effected by the Prince in his lifetime. On the plaintiff's behalf it was urged that such claims were maintainable in an English court, while defendants' counsel urged that, for questions relating to foreign realty, this claim being merely in respect of tort to foreign realty, the court of the country *res sita* was the proper forum, and that, even if the claim were admissible here, damages could only be claimed for voluntary waste committed within six

months preceding the testator's death. NORTH, J., in delivering judgment, said that the question as to what was the law of Hungary and Austria was one of fact, to be determined by the evidence of experts. Six eminent lawyers had been examined on each side with the usual result, that the experts turned out to be advocates, and exhibited the law of Austria and of Hungary as no more certain or ascertained than our own. After having heard their evidence he came to the conclusion that the testator's estate was liable for deteriorations to the settled estates, the law apparently being that the value of the *corpus* of a settled estate must be kept above a certain minimum by each successive tenant for life, and so pass undeteriorated from possessor to possessor. It was clear that, on the other hand, the executrix could set off "ameliorations" against the claim for dilapidations. He was of opinion that the claims could properly be made the subject of an action here, the obligation undertaken by each life tenant on entering into possession being, in fact, a contractual one. In the result, he should make an order for administration, directing certain inquiries as to the amount of the various claims, and the amount of the set-off, which would involve further litigation in the Austrian courts. This order would enable the executrix to provide for certain small legacies to persons who had been the servants and dependents of the late Prince. He would advise the parties, in view of the costliness of the litigation, to come to terms, otherwise the funds involved might be dissipated in legal expenses instead of being applied to more useful purposes. COUNSEL, Barber, Q.C., Ingle-Joyce, and G. T. Millar, for the plaintiff; Warrington, Q.C., and E. F. Buckley, for the trustees of the will; and Hemming, Q.C., Ince, Q.C., and Hadley, for Mrs. Smith. SOLICITORS, Ashurst, Morris, Co.; Tyrell, Lewis, & Co.; Walfords.

Re COLYER, MILLIKIN v. SNELLING—Kay, J., 12th August.

WILL—ABSOLUTE INTEREST—CONSUMABLE ARTICLES—WINES—TRUST TO PERMIT A. "TO CONSUME AS MUCH AS SHE CARES TO DO OF MY WINES DURING HER NATURAL LIFE"—GIFT OVER OF REMAINDER.

This was a summons taken out by the trustees to obtain a decision of the court upon the construction of the testator's will. The testator, by his will, dated the 14th of October, 1885, after appointing executors and trustees and providing for the keeping in repair of his vault, gave to Mrs. Millikin a legacy of £50 for mourning habiliments, also his pony and chaise, poultry, and all consumable stores in his house, except wines, with respect to which "she may have as much as she requires for consumption in the house." Then, after giving certain legacies, the testator gave to his trustees his residence known as Joyce Hall, and also all his furniture, plate, linen, china, wines, and other goods, chattels, and effects therein at the time of his decease, in trust to permit Mrs. Millikin to use and occupy the said residence, furniture, plate, china, and other things, and "to consume as much as she cares to do of my wines during her natural life." The testator then provided that, after the decease of Mrs. Millikin, any of the wines in his residence not consumed by Mrs. Millikin should be deemed to belong to the persons entitled or presumptively entitled to his residence as provided by his will. The testator's wines were valued at about £1,000. The question was whether Mrs. Millikin was entitled to the whole of wines, including the right to sell them, and not merely the right of using as much as she liked of them during her life. On behalf of Mrs. Mackinnon it was contended, on the authority of *Arthur v. Mackinnon* (27 W. R. 704, 11 Ch. D. 385), and *Bretton v. Mockett* (26 W. R. 850, 9 Ch. D. 95), that, as she might consume the whole of the wines, she was entitled to them absolutely. KAY, J., said that he had no doubt that there was a rule of law that it was impossible for a testator to give consumable articles to one person for life, and after his death to another. In such a case the first taker would have an absolute interest in the property. But here the testator had given to one person so much as she could consume during her life, and what was left at her death to another. There was no succession there and the rule was not infringed. Mrs. Millikin was, therefore, entitled to use as much as she liked of the wine during her life, and whether she could use the whole of it could only be proved by the result; but she was not entitled to sell any of it.—COUNSEL, Fooks, Q.C., and Jason Smith; Graham Hastings, Q.C., and Charles Broome. SOLICITORS, Aldridge, Thorne, & Morris, for J. A. Silk, Gravesend; Boyce & Son, for C. C. Ridley, Dartford.

KURTZ v. SPENCE—Chitty, J., 12th August.

PATENT—ACTION RESTRAINING THREATS—VALIDITY OF PATENT—PATENTS, &c., ACT, 1883, s. 32.

This was an action for an injunction to restrain the defendant, a patentee, from improperly threatening the plaintiff with proceedings and liability for infringing the defendant's patent. The defendant moved to strike out from the plaintiff's statement of claim a statement that the defendant's patent was invalid, the ground of the motion being that the Patents, &c., Act, 1883, s. 32, although it empowered an action to be brought to restrain threatening proceedings, did not enable the plaintiff in such an action to question the validity of the patent. CHITTY, J., said that the defendant was right in his contention. The validity of the patent could only be raised by the plaintiff by an action for revocation, in which case the Patents, &c., Act, 1883, s. 26, sub-section 7, conferred upon the defendant, the patentee, the rights of commencement and reply, in this respect rendering the patentee's position the same as would have been the case had he been the plaintiff in an action for infringement. Section 32 was not intended to put the patentee in a worse position, or in one which conflicted with his rights in the respects mentioned.—COUNSEL, Chadwey Kenley; Lawson. SOLICITORS,

Jacques, for E. R. Walker, Manchester; C. P. Pritchard & Marshall, for G. R. Rogerson, Liverpool.

Re HOBSON—Bacon, V.C., 5th August.

BANKRUPTCY—JUDGMENT—ELEGIT—EXECUTION—"SEIZURE"—RETURN BY SHERIFF—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 45, SUB-SECTION 2.

On the 4th of March the Union Bank of Manchester recovered judgment against Hobson for £14,454 16s. 8d. They sued out a writ of *elegit*, and on the 10th of March the sheriff held an inquisition and delivered certain lands of the debtor's to the bank. Later in the same day a receiving order was made against Hobson, and notice thereof given to the bank. The sheriff did not make his return to the writ till the 11th of March, and the question was whether the seizure of the lands was completed on the 10th, in which case the bank would be entitled to retain them under section 45, sub-section 2, of the Bankruptcy Act, 1883, or whether it remained incomplete until the sheriff had made his return. BACON, V.C., said that the return by the sheriff was a mere formal matter of procedure, and the seizure was completed on the 10th of March before the receiving order was made, so that the bank were entitled to the land.—COUNSEL, Millar, Q.C., and Hornell; Marten, Q.C., and Yate Lee. SOLICITORS, Bolton, Robbins, & Bush, for Weston, Grover, & Lees, Manchester; Merriman, Pike, & Merriman, for Partington & Allen, Manchester.

Re EVANS'S TRUSTS—North, J., 11th August.

PAYMENT OF MONEY OUT OF COURT—MORTGAGE SINCE PAYMENT IN—STOP ORDER BY MORTGAGEE—SERVICE—COSTS—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 80—R. S. C., 1883, LXV., 27 (19).

This was a petition for the payment out of court of money which had been paid in by the Metropolitan Board of Works as the purchase-money of land subject to the trusts of a will, which they had taken under their statutory powers. The petition was presented by the trustees of the will. The money was paid in in 1883, and in November, 1885, one of the beneficiaries had mortgaged his interest under the will. The mortgagee had obtained a stop order on the fund in court. The mortgagee was served with the petition, the sum of 30s. being, under the provisions of rule 27 (19) of order 65, tendered to him for his costs. The board were also served. The mortgagee appeared by counsel on the hearing of the petition, and it was urged on his behalf that, as his mortgagor did not appear, his costs ought to be paid by the board, or at any rate by the trustees on behalf of the board; reliance was placed on *Ex parte Great Western Railway Co.* (L. R. 24 Ch. D. 569), as showing that the costs payable by the board could not be increased by reason of a mortgage created after the payment of the money into court. NORTH, J., held that the board were not bound to pay the costs occasioned by an incumbrance created after the fund was in court, and he thought, either that the trust fund was not liable to pay any costs of the mortgagee, or that, if it was, the 30s. which had been tendered was sufficient. The taxing master would deal with the 30s.—COUNSEL, C. H. Turner; Geare; Oswald. SOLICITORS, J. G. Shearman; R. Ward; G. J. & P. Vanderpump.

BANKRUPTCY CASES.

Ex parte NORRIS, Re SADLER—C. A. No. 1, 11th August.

BANKRUPTCY—PROOF OF DEBT—SECURED CREDITOR—AMENDMENT OF VALUATION—BANKRUPTCY ACT, 1883, SCHED. II., RE. 12, 13.

The question in this case was as to the extent of the right of a secured creditor to amend the valuation of his security contained in his proof of debt on a subsequent alteration in the value of the security. Schedule I. to the Bankruptcy Act, 1883, which is headed "Meetings of Creditors," provides, by rule 10, that, "for the purpose of voting, a secured creditor shall, unless he surrenders his security, state in his proof the particulars of his security, the date when it was given, and the value at which he assesses it, and shall be entitled to vote only in respect of the balance (if any) due to him after deducting the value of his security. If he votes in respect of his whole debt he shall be deemed to have surrendered his security, unless the court, on application, is satisfied that the omission to value the security has arisen by inadvertence." And, by rule 12, "It shall be competent to the trustee, or to the official receiver, within twenty-eight days after a proof estimating the value of a security as aforesaid has been made use of in voting at any meeting, to require the creditor to give up the security for the benefit of the creditors generally on payment of the value so estimated, with an addition thereto of twenty per cent. Provided that, where a creditor has put a value on such security, he may, at any time before he has been required to give up such security as aforesaid, correct such valuation by a new proof and deduct such new value from his debt, but, in that case, such addition of twenty per cent. shall not be made if the trustee requires the security to be given up." Schedule II. to the Act is headed "Proof of Debts," and rules 9-17 are headed "Proof by Secured Creditors." By rule 11, "if a secured creditor does not either realize or surrender his security, he shall, before ranking for dividend, state in his proof the particulars of his security, the date when it was given, and the value at which he assesses it, and shall be entitled to receive a dividend only in respect of the balance due to him after deducting the value so assessed." By rule 12, "(a.) Where a security is so valued, the trustee may at any time redeem it on payment to the creditor of the assessed value. (c.) Provided that the creditor may at any time, by notice in writing, require the trustee to elect whether

he will, or will not, exercise his power of redeeming the security or requiring it to be realized, and, if the trustee does not, within six months after receiving the notice, signify, in writing, to the creditor his election to exercise the power, he shall not be entitled to exercise it; and the equity of redemption, or any other interest in the property comprised in the security which is vested in the trustee, shall vest in the creditor, and the amount of his debt shall be reduced by the amount at which the security has been valued." Rule 13: "Where a creditor has so valued his security, he may at any time amend the valuation and proof on shewing, to the satisfaction of the trustee or the court, that the valuation and proof were made *bona fide* on a mistaken estimate, or that the security has diminished or increased in value since its previous valuation, but every such amendment shall be made at the cost of the creditor, and upon such terms as the court shall order, unless the trustee shall allow the amendment without application to the court." In the present case a secured creditor, on the 12th of December, 1885, delivered to the trustee in the bankruptcy a proof of debt for £337 9s. 7d., stating in his affidavit that he held as security for the debt a policy for £200 on the life of the bankrupt, and that he estimated the value of the policy at £21 7s. 9d. The trustee did not formally admit the proof, but on the 14th of December he wrote to the creditor's solicitors stating that it was his intention to redeem the policy of £21 7s. 9d. On the 19th of December the trustee applied to the Board of Trade for a cheque for £21 7s. 9d., and on the 24th of December a cheque for that amount was sent to him. Meanwhile, on the 23rd of December, the bankrupt had died, and the policy had thereby greatly increased in value. On the 31st of December the creditor's solicitors wrote to the trustee withdrawing the proof. On the 1st of January the trustee indorsed the proof as admitted, but he did not give any notice of this to the creditor. The creditor had not voted or received any dividend in respect of his proof. The trustee refused to allow the creditor to amend his valuation, and the creditor applied to the court for liberty to amend it by substituting the full amount of the sum assured. Cave, J. (34 W. R. 704), refused the application, holding that it was too late after the trustee had given notice of his intention to redeem the policy at the amount of the creditor's valuation. The Court of Appeal (Lord ESHER, M.R., and BOWEN and FRY, L.J.J.) reversed the decision, holding that the application was not too late. Lord ESHER, M.R., said that the question depended upon the construction of rule 13 of schedule II. The creditor had "shewn to the satisfaction of the court" that the security had "increased in value since its previous valuation." That being so, the words of section 8, taken in their plain, ordinary sense, enabled the creditor to amend his valuation "at any time." The court had no right to diminish the full force of those words, unless in the Act or the rules there was some necessary implication limiting their force. It was clear that there must be some limitation; the right could not go on for ever. There was one necessary limitation—viz., if the trustee had actually exercised the right given to him by rule 12 of redeeming the security at the assessed value. It was impossible to suppose that, after the trustee had actually paid the creditor the amount of his valuation, and had thus become the purchaser of the security for the other creditors, the creditor could undo all that had been done by revaluing the security. Was there any other limitation of the creditor's right? There might be another if the creditor had put the trustee to his election whether he would redeem or not by a notice in writing under rule 12 (c.), but that did not apply to the present case, the creditor not having given such a notice. The trustee, though he was ready to pay the £21 to the creditor, had not, in fact, done so, and nothing had arisen to limit the right of the creditor under rule 13. FRY, L.J., said that, the trustee not having actually redeemed the policy and not having made any election under rule 12 (c.), nothing had happened to put an end to the right of the creditor to amend his valuation. There was no inconsistency between schedules I. and II., the former applying only to valuation for voting purposes, and the rights of redemption being different. BOWEN, L.J., said that the trustee could not deprive the creditor of the right given to him by rule 13 by anything short of actual payment of the assessed value of the security, and the trustee was not put to his election unless a notice under rule 12 was given by the creditor. No doubt it was possible for a person who had, by statute, an unlimited right so to act, as to make it inequitable that he should exercise that right. But there had been nothing of that kind in the present case.—COUNSEL, Sidney Woolf; L. E. Pyke. SOLICITORS, Hollams, Son, & Coward; Irvine & Hodges.

CASES AFFECTING SOLICITORS.

Re BARBER, BURGESS v. VINICOME—Chitty, J., 11th and 12th August.

SOLICITOR AND CLIENT—SOLICITOR—EXECUTOR—PROFIT COSTS.

In this case a summons was taken out by the defendant Vinicome to review the certificate of the taxing master disallowing profit costs to her solicitor. It appeared that Vinicome and the solicitor were appointed executors by a testatrix. The will was proved by Vinicome, and, a creditor's action having been instituted for the administration of the estate, she employed her co-executor as solicitor in the action. The co-executor afterwards proved the will, and was added as a party to the action. Disallowance by the taxing master was made of the profit costs whilst Vinicome was sole executrix. In support of the summons, *Craddock v. Piper* (1 M. & G. 664) was relied on, which, however, the plaintiff contended was questioned in *Broughton v. Broughton* (5 De G. M. & G. 160) and *Manson v. Bailey* (2 Macqueen, 82). CHITTY, J., said that it was the undoubted rule that an executor or trustee could not make profit out of

the trust estate, whether he was solicitor, broker, or commission agent. Persons in such a position were allowed nothing for their time, but only costs out of pocket. The reasons for that were obvious, and the principle was thoroughly well established. The present case, however, fell within the exception allowed by Lord Cottenham in *Craddock v. Piper*, and he had ascertained, from inquiry of three of the taxing masters, that they were jointly of opinion that it was not the practice to make the disallowance made in the present instance. The cases cited by the plaintiff as differing from *Craddock v. Piper*, when examined, would be found to be in corroboration. In *Broughton v. Broughton* Lord Cranworth said, had the circumstances been the same, he would have followed *Craddock v. Piper*. In *Manson v. Bailey* Lord Cranworth and Lord Brougham merely threw out observations on *Craddock v. Piper*, which in no sense overruled it. Moreover, as *Craddock v. Piper* was a decision in 1850, which had ever since been acted upon, he could do nothing else but follow it. He, therefore, allowed the summons. COUNSEL, Romer, Q.C., and F. H. Colt; Ince, Q.C., and Farwell. SOLICITORS, Aldridge & Co.; Pritchard, Englefield, & Co.

DAY v. WARD—Q. B. Div., 11th August.

JUDICATURE ACT, 1873, s. 87.

This case raised the question of the right of a solicitor of the High Court to be sued in that court, and in that court only. The action was commenced in June last in the Mayor's Court to recover an alleged debt. Certain proceedings took place in the action, including the delivery of the declaration and of interrogatories, the latter of which the defendant had obtained further time to answer. The enlarged time having expired the defendant applied for a writ of *certiorari* to remove the action into the High Court, on the ground that, being a solicitor of the High Court, he could only be sued there. The judge in chambers held that the writ ought to issue, and from that decision the plaintiff appealed. The appeal was heard last week before Field and Butt, JJ., when judgment was reserved. Field, J., now delivered the judgment of the court, reversing the order for a writ of *certiorari*. His lordship observed that the right set up was based upon old practice, which was very clearly stated by Mr. Tidd in vol. i., at p. 75. His lordship read the passage. But in the present instance the plaintiff met the defendant's argument by an affidavit in which he alleged that the defendant was also a solicitor on the rolls of the Mayor's Court. Now his lordship found that the Mayor's Court was an inferior court within the meaning of the Solicitors Act, 1843, and accordingly a roll of the solicitors practising there was provided, upon which his lordship found the name of Roland Horatio Ward. The reason given for the solicitor's privilege was that, as a solicitor of the court, he was bound to be present in it. But, as a solicitor of the Mayor's Court, the defendant was, his lordship supposed, equally bound to be present there. Mr. Ward, therefore, if his argument was sound, was in the delightful position that he could not be sued anywhere. If he was sued in the Mayor's Court could say he was bound to be present in the High Court and could only be sued there; if he was sued in the High Court he could say he was a solicitor of the Mayor's Court and could only be sued there. The privilege claimed must fail, on the ground that the defendant was a solicitor of the Mayor's Court and therefore liable to be sued there in the same way that, as a solicitor of the High Court, he was liable to be sued there. Judgment accordingly.—COUNSEL, Rose-Innes and Probyn; Glyn.—Times.

CASES BEFORE THE VACATION JUDGE.

PRACTICE—DISOBEDIENCE TO ORDER FOR DISCOVERY—ATTACHMENT—OMISSION TO SERVE COPY OF AFFIDAVIT WITH NOTICE OF MOTION—RULES OF COURT, 1883, XXXI., 21; LII., 4.

In the case of *Plant v. Nevitt*, before Stirling, J., on the 13th of August, sitting as Vacation Judge, the question arose as to the regularity of the proceedings in a motion on behalf of the plaintiff for leave to issue an attachment against the defendant for disobedience to an order for discovery. The writ was issued on the 23rd of June, 1886, and there was no appearance. On the 17th of July an order for discovery was made. On the 22nd of July the order was served on the defendant. On the 29th of July the time for the defendant to comply with the order expired. On the 11th of August the notice of motion was served on the defendant, but a copy of the affidavit in support was not served until the 17th of August. The motion was heard on the 18th. The plaintiff in an affidavit said that the defendant refused to give any information. For the plaintiff it was argued that the omission to serve the affidavit was not fatal: *Hampton v. Wallis* (26 Ch. D. 746). STIRLING, J., said that the plaintiff was trying to enforce a strict right, and must, therefore, act with regularity. He could not accede to the motion, but it might stand over to be re-served regularly.—COUNSEL, E. F. Buckley. SOLICITORS, C. H. Talbot, for Hand & Co., Stafford.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—NOTICE TO RESCIND—REASONABLENESS—INJUNCTION.

In the case of *Blenkarn v. Whymark*, before Stirling, J., on the 18th of August, sitting as Vacation Judge, the question arose as to whether notice to rescind a contract, unless completed within a fortnight, was reasonable. The contract was entered into on the 5th of June, 1885, the purchaser agreeing to buy certain land and houses to be erected upon the land. On the 9th of July, 1886, the vendor gave notice that, unless the contract was completed in a fortnight, he should rescind it. On the 23rd of July the purchaser brought an action against the vendor for specific performance. This was a motion to restrain the defendant dealing with the property

until the hearing. The cases cited were *Crawford v. Toogood* (13 Ch. D. 153), *Green v. Sevin* (13 Ch. D. 589), *Hadley v. The London Bank of Scotland* (3 De G. J. & Sm. 63). STIRLING, J., thought that an injunction ought to be granted. The contract was made on the 5th of June, 1885, and a certain sum was to be paid for each house. No time was fixed for completion; some time was evidently intended to be allowed, because the plaintiff was to borrow money on the property to complete. The business went on, one house only being finished on the 24th of May, 1886. The contest up to the 9th of July was whether the defendant urged on completion. The plaintiff said that he was not aware that the defendant was dissatisfied with the way in which he was going on, but the defendant denied this. On the 9th of July the defendant gave notice that the contract would be rescinded unless completed in a fortnight. A fortnight was not sufficient, and there must be an injunction. The order was, "Upon the usual undertaking of the plaintiff in damages, and the plaintiff undertaking to proceed with due diligence to complete the purchase, injunction as asked; liberty to defendant to apply to dissolve it in chambers if plaintiff does not proceed with due diligence to complete the purchase. The plaintiff undertakes to deliver his statement of claim within eight days, and leave given that pleadings (including defence and reply) proceed in the vacation.—Counsel, *A. Beddall; Oswald. Solicitors, R. Chapman; Carritt & Son.*

INJUNCTION—COVENANT NOT TO CARRY ON TRADE WITHIN FIVE MILES.

In the case of *Baxter v. Lewis*, before Stirling, J., on the 18th of August, sitting as Vacation Judge, the question arose as to breach of a covenant on the part of a vendor of a business not to carry on, or be concerned directly or indirectly in carrying on, the business of a tobacconist within five miles of No. 20, St. James's-street, London, W., or to solicit or deal with any of the customers of the business. He was, however, to be at liberty to act as a wholesale tobacconist. The defendant had become the manager of a tobacco business at 34, St. James's-street, carried on under the name of Harrison. On the 19th of July a circular was sent to the former customers of Lewis, the defendant, and to other gentlemen, stating that Henry Harrison had obtained the services of Mr. Lewis, late of No. 20, St. James's-street, as manager. The plaintiff Baxter, who, on the 20th of April, bought the business at No. 20 from the defendant for £10,000, complained that this was a breach of covenant. It appeared that Harrison was a business name, the real owners of 34 being the Egyptian Cigarette Co. The cases cited were *Neuling v. Dobell* (38 L. J. Ch. 111), *Jones v. Heavens* (4 Ch. D. 636). STIRLING, J., thought that the case was one where an injunction must be granted. The plaintiff was the purchaser of the business of Mr. Lewis, and the defendant covenanted not to carry on, or be concerned directly or indirectly in carrying on, the business of a tobacconist within five miles of No. 20, St. James's-street, or to solicit or deal with any of the customers of the business. It now appeared that the defendant had gone into the employment of a person or persons carrying on business under the name of Harrison, at 34, St. James's-street. On the 19th of July a circular was sent by Harrison to former customers of the defendant, and to other gentlemen, saying that he had opened the shop at 34, St. James's-street, and had appointed Mr. Lewis as manager. Lewis was appointed manager of a shop within a few doors of No. 20. The words of the covenant were general—"not to carry on, or be concerned in carrying on," the business of a tobacconist. The words in the original draft would have clearly prevented the defendant acting as he had done, "either solely or jointly, or as agent, servant, or manager." The covenant was agreed to by both parties as it stood, and his lordship declined to decide how far it interfered with the defendant being a servant in a tobacco business. But the defendant had become manager of a tobacco business within a few doors of the plaintiff, and was within the restrictive terms of the covenant. The defendant was at liberty, under the covenant, to act as a wholesale tobacconist. It was contended that the plaintiff had charged fraud against the defendant—namely, that the defendant was really Harrison; but it was admitted that Harrison was only a business name, and that, in reality, a company carried on the business under that name. It was a suspicious fact that the defendant at first made no mention of the company and refused to give the name of the true proprietor or to say who Harrison was. There must be an injunction until trial or further order, the plaintiff giving the usual undertaking in damages.—Counsel, *Marten, Q.C., and A. D. MacLaren; Hemming, Q.C., and Frank Milne. Solicitors, Walker & Meuburn Walker; Leslie.*

NEW ORDERS, &c.

THE SUMMARY JURISDICTION ACT, 1879.

SUMMARY JURISDICTION RULES, 1886.

1. These rules may be cited as the Summary Jurisdiction Rules, 1886.
2. These rules shall come into operation on the first day of January, 1887.
3. The clerk of each court of summary jurisdiction shall keep the register required to be kept by him in pursuance of the Summary Jurisdiction Act, 1879, with such particulars as appear by the form in Part III. of the schedule hereto.
4. Where in pursuance of any statute a court of summary jurisdiction specially directs the appropriation of a fine, the statute under which the appropriation is made shall be set forth in the register and authenticated

by the signature of the justice or one of the justices constituting the court.

5. The return referred to in section twenty-two, sub-section (4) of the Summary Jurisdiction Act, 1879, shall contain the particulars required to be entered in the register. The justice signing any such return shall cause it to be sent to the clerk who keeps the register for his petty sessional division, and that clerk shall enter the return in his register.

6. The form of account to be rendered by clerks of courts of summary jurisdiction of fines, fees, and other sums received by them shall be the form given in Part III. of the schedule hereto, or a form to the like effect approved by the local authority under the Justices' Clerks Act, 1877, and shall be rendered quarterly or at any less interval as may be directed by that authority. Provided that nothing in this rule shall apply to the police courts of the Metropolis, Chatham, or Sheerness.

7. All fines imposed by a court of summary jurisdiction shall appear in this account in chronological order, and where payment is deferred or to be made by instalments, the fact shall be shown in the column headed "Remarks." When the whole of the sum has been paid or recovered by distress, or the term of imprisonment imposed in default of payment or of sufficient distress has expired, the clerk shall then enter the sum in the account. Provided that, though the whole of the sum may not have been paid or recovered, the instalments received shall be accounted for at such times and in such manner as the above-mentioned local authority may direct.

8. Where a clerk of a court of summary jurisdiction renders an account in the form required or authorized by these rules to the authority to whom he is required to render it, he shall not be required to render any other account relating to the same particulars.

9. The clerk of each court of summary jurisdiction shall enter on the day of its receipt each sum of money received by him on any account whatever. Each instalment so received shall be entered in a book called the instalment ledger to an account to be opened in respect of the proceeding in which the sum is paid.

10. The book required to be kept by section twelve of the Act 14 & 15 Vict. c. 55, shall be kept according to the form in Part III. of the schedule hereto, and shall be called the remitted fees book.

11. The clerk of each court of summary jurisdiction shall send on the tenth day of January, April, July, and October in each year to the Secretary of State for the Home Department, Whitehall, without paying the postage, a certified statement, in the form in Part III. of the schedule hereto, of all fines which have been imposed by the court during the previous three months, and which are payable wholly or in part to her Majesty or to the Exchequer. If no such fines have been imposed, the statement shall be certified in blank.

12. Where a court of summary jurisdiction has enforced payment of any sum due by a principal in pursuance of a security under the Summary Jurisdiction Act, 1879, which appears to the court to be forfeited, the sum shall, unless it is recoverable as a civil debt, be paid to the clerk of the court, and shall be paid and applied by him in the manner in which fines imposed by the court, in respect of which fines no special appropriation is made, are payable and applicable.

13. Where a court of summary jurisdiction has fixed as respects any recognizance the amount in which a principal and a surety or sureties are to be bound, the governor of a prison shall not be required to take the recognizance of any person proposed as surety, unless the person so proposed produces a certificate in writing from a court of summary jurisdiction, or a clerk thereof, that he has satisfied the court or clerk of his ability to pay the amount for which he is to be bound in the event of the recognizance becoming forfeited.

14. Any security given under the Summary Jurisdiction Act, 1879, by an oral or written acknowledgment shall be in the form of an undertaking, and may be in the appropriate form in Part I. or Part II. of the schedule hereto, or in any other form to the like effect.

15. The clerk of each court of summary jurisdiction shall keep a security book, and shall enter therein, with respect to each security given in relation to any proceeding before the court, the name and address of each person bound, shewing whether he is bound as principal or as surety, the sum in which each person is bound, the undertaking or condition by which he is bound, the date of the security, and the person before whom it is taken. Where any such security is not entered into before the court, or before the clerk of the court, the person before whom it is entered into shall make a return of it, shewing the above particulars, to the clerk of the court. The security book, and any certified extract therefrom, shall be evidence of the several matters hereby required to be entered in the security book in like manner as if the security book were the register.

16. Not less than two clear days before a warrant of distress is issued for a sum due by a principal in pursuance of a forfeited security under the Summary Jurisdiction Act, 1879, the clerk of the court of summary jurisdiction issuing the warrant shall cause notice of the forfeiture to be served on the principal. Service of the notice may be effected either by prepaid letter sent to the address mentioned in the security, or as service of a summons may be effected under the Summary Jurisdiction Acts.

17. An application under section twenty-six of the Summary Jurisdiction Act, 1879, shall be an application for a summons requiring the complainant to shew cause why the order made on his complaint should not be varied.

18. An application to a court of summary jurisdiction under section thirty-three of the Summary Jurisdiction Act, 1879, to state a special case shall be made in writing, and a copy left with the clerk of the court, and may be made at any time within seven clear days from the date of the proceeding to be questioned, and the case shall be stated within three calendar months after the date of the application and after the recognizance shall have been entered into.

19. In the case of a claim for a civil debt recoverable summarily, the particulars of the claim shall, unless embodied in the summons, be annexed to and, if so annexed, shall be deemed part of the summons.

20. An order of commitment under section thirty-five of the Summary Jurisdiction Act, 1879, shall not be made unless a summons to appear and be examined on oath (herein-after called a judgment summons) has been served on the judgment debtor.

21. The judgment summons shall, whenever it is practicable, be served personally on the judgment debtor, but if it is made to appear on oath to a court of summary jurisdiction that prompt personal service is for any reason impracticable, the court may make such order for substituted or other service as the court may think just.

22. A judgment summons may issue although no distress warrant has been applied for, and its service, where made out of the jurisdiction of the court of summary jurisdiction issuing the summons, may be proved by affidavit or solemn declaration.

23. A judgment summons shall be served not less than two clear days before the day on which the judgment debtor is required to appear.

24. The hearing of a judgment summons may be adjourned from time to time.

25. Any witness may be summoned to prove the means of the judgment debtor, in the same manner as witnesses are summoned to give evidence on the hearing of a complaint.

26. An order of commitment made under section thirty-five of the Summary Jurisdiction Act, 1879, shall, on whatever day it is issued, bear date on the day on which it was made.

27. When an order of commitment for non-payment of money is issued, the defendant may, at any time before he is delivered into the custody of the governor of a prison, pay to the officer holding the order the amount indorsed thereon as that on the payment of which he may be discharged, and on receiving that amount the officer shall discharge the defendant, and shall forthwith pay over the amount to the clerk of the court of summary jurisdiction which made the order.

28. The sum indorsed on the order of commitment as that on payment of which the prisoner may be discharged may be paid to the clerk of the court of summary jurisdiction from which the commitment order was issued, or to the governor of the prison in whose custody the prisoner is. Where it is paid to the clerk, he shall sign a certificate of the payment, and upon receiving the certificate by post or otherwise the governor of the prison in whose custody the prisoner then is shall forthwith discharge the prisoner. Where it is paid to the governor of the prison, he shall, on payment to him of that amount, with costs sufficient to pay for sending the amount by post office order or otherwise to the court of summary jurisdiction under the order of which the prisoner was committed, sign a certificate of the payment, and discharge the prisoner, and forthwith transmit the sum so received to the clerk of the said court.

29. All costs incurred by the plaintiff in endeavouring to enforce an order shall, unless the court shall otherwise order, be deemed to be due in pursuance of the order, as if it were made under section five of the Debtors Act, 1869.

30. The fee for taking a declaration under section forty-one of the Summary Jurisdiction Act, 1879, shall be one shilling.

31. The forms in the schedule hereto, or forms to the like effect, may be used, with such variations as circumstances may require.

32. The forms in the schedule to the Summary Jurisdiction Act, 1848, the Summary Jurisdiction Rules, 1880, with the forms in the schedule thereto, the Summary Jurisdiction Rules of the 24th of August, 1880, and the Summary Jurisdiction Rule of 1881, are hereby annulled.

16th July, 1886. (Signed) HERSCHELL, C.
[The schedule contains, in Part I., forty-nine forms relating to summary proceedings other than for civil debts; in Part II. nine forms relating to proceedings for the recovery of a civil debt; and in Part III. four general forms.]

FEES.	s.	d.
For entry of every plaint, including summons thereon	1	0
For order in writing on a plaint	2	0
For every undertaking given by way of security	2	0
For judgment summons, including hearing	1	0
For warrant of distress or order of commitment	2	0
For summons to witness	1	0

N.B.—Where the sum claimed exceeds £1, or the sum in respect of the non-payment of which the summons for or order of commitment or warrant of distress issues exceeds £1, an additional fee of one shilling on each fee shall be taken.

For mileage in serving or executing process,) Such reasonable cost as
and for cost of conveying to prison) may be allowed by
For affidavit and postage) the court.

SUPREME COURT FUNDS RULES, 1886.

These rules have now been published. As they consist of a reprint with very few changes of the Supreme Court Funds Rules, 1884, which were printed in full in 28 SOLICITORS' JOURNAL, 306, it does not seem necessary to reprint the whole of the rules. The memorandum prefixed states that: "The following are the only changes made by the funds rules now issued to which it is necessary to draw attention. Other amendments are either merely verbal or only deal with matters of departmental procedure not material to the public:—

Rule 5 gives effect, as regards pay office procedure, to rule 3A. of order LI. of the Rules of the Supreme Court of December, 1885, under which lodgments of purchase-money may be made upon the authority of a chief clerk, without a special order for such lodgment. The rule

further provides that an order or an authority for a lodgment of purchase-money may direct that the fund shall not be dealt with without notice.

Rule 48 largely extends the facilities for obtaining payment of money without personal attendance at the pay office. These extended facilities apply both to solicitors entitled to costs, &c., and to suitors generally. They are in some degree dependent upon the receipt of authoritative information by the paymaster of the addresses of the persons or firms entitled to payment. General provision is therefore made in the rules that this information shall, so far as is practicable, be given in the payment schedules and in the certificates of chief clerks and taxing officers to be acted upon by the paymaster.

Rule 62 is supplemented by a provision that when a person dying intestate, the total assets of whose estate do not exceed £100, was at the time of his death entitled to a payment, and when no administration has been taken out to the estate of such person, payment may be made to certain of the next of kin of such person upon a declaration in a prescribed form."

The following are the rules above referred to as containing the only changes of importance:—

5. Every order which directs funds to be lodged in court, shall have annexed thereto as part thereof a schedule, to be styled the lodgment schedule, which shall be headed with the title of the cause or matter, the date of the order, and the title of the ledger credit to which the funds are to be placed; and shall set out in a tabular form:—

(a.) The name, or a sufficiently identifying description, of the person by whom the funds are to be lodged;

(b.) The amount, if ascertained, and the description of the funds.

When an order has directed the sale of any property and the lodgment of the proceeds thereof in court, the authority for such lodgment may be a lodgment schedule signed by a chief clerk; and such lodgment schedule shall operate in the same manner as a lodgment schedule annexed to an order.

The lodgment schedule shall be prepared upon a printed form according to the form No. 1 in the appendix to these rules, and as nearly as may be in the manner shewn by the specimen entries appended to such form; and may direct the investment and accumulation of the funds or the dividends or interest on the funds to be lodged; and may also direct that the funds shall not be dealt with without notice to the purchaser or other person named in such schedule.

48. Subject to the conditions as to limitation of amount and otherwise in this rule mentioned, and to any variation of such conditions which the Treasury may from time to time direct, persons entitled to payment of money may receive from the paymaster, by post, a direction or other document by which payment may be obtained:—

(a.) When money, not exceeding a sum of £1,000 (other than a periodical payment hereunder in this rule mentioned), is payable to a person having an account at a bank in the United Kingdom, whose name and address are stated in the order or other authority under which the money is payable, or in a certificate of a chief clerk, or of a taxing officer, or of a master in lunacy, to be acted upon by the paymaster, or whose address, in the case of a payment under an order in the Chancery Division, is certified to the paymaster by a solicitor having carriage of the order which authorizes the payment, the paymaster shall remit the same by post to such person to the address so stated, upon receipt of a request to that effect in the prescribed form, in which is specified the name of the bank at which the money is to be placed to the account of such person. The paymaster's direction for payment will be payable to the order of such person; it will be specially crossed to his account at the named bank and will not be negotiable.

(b.) When money, not exceeding a sum of £500 (other than a periodical payment hereunder in this rule mentioned), is payable to a person residing within the United Kingdom, who has not an account at a bank, or whose address is not ascertained by the paymaster in the manner above prescribed, the paymaster shall remit the same by post to such person upon receipt of a request to that effect in the prescribed form, signed by such person and attested by a justice of the peace, or a commissioner to administer oaths, or a clerk in holy orders, or a notary public. The paymaster's direction for payment will be sent to the address stated in the request, and will be crossed so as to be payable only through a banker.

(c.) When money, not exceeding a sum of £10 (other than a periodical payment hereunder in this rule mentioned), is payable to a person residing within the United Kingdom, whose name and address are stated in an order under which the money is payable, or in a certificate of a chief clerk, or of a taxing officer, or of a master in lunacy, to be acted upon by the paymaster, or whose address, in the case of a payment under an order in the Chancery Division, is certified to the paymaster by the solicitor having carriage of the order, the paymaster upon the written request of such person (without attestation) may remit the amount by post to such person at the address so ascertained. The direction for payment will be crossed so as to be payable only through a banker.

(d.) Any person residing within the United Kingdom, entitled under an order to any dividend, annuity, or other periodical payment may send to the paymaster a request, in the prescribed form, for the remittance of the same by post from time to time as it accrues due, such request to be signed by such person and attested in the manner required in the preceding part of this rule (b.), and the paymaster shall thenceforward, as such periodical payment falls due (and upon receipt of evidence of life or of the fulfilment of any conditions of payment as referred to in rule 95), remit the same by

post to the address stated in the request. The paymaster's direction will be crossed so as to be payable only through a banker.

Provided that the paymaster may refuse to make a remittance under this rule in any case in which he sees reason for so doing, and provided also that the transmission by post upon a request of any crossed direction or other document for obtaining payment shall be at the sole risk of the person at whose request it is sent.

Requests and solicitors' certificates of addresses under this rule and notifications of changes of addresses of persons entitled to periodical payments shall be in such form as may from time to time be prescribed by or with the approval of the Treasury.

62. When funds in court are by an order directed to be paid, transferred, or delivered to any person named or described in an order, or in a certificate of a chief clerk, or of a taxing officer, or of a master in lunacy (except to a person therein expressed to be entitled to such funds as real estate, or to be entitled thereto as a trustee, executor, or administrator, or otherwise than in his own right, or for his own use), such funds, or any portion thereof for the time being remaining unpaid or untransferred or undelivered, may, unless the order otherwise directs, on proof of the death of such person, whether on or after, or, in the case of payment directed to be made to creditors as such, before the date of such order, be paid or transferred or delivered to the legal personal representatives of such deceased person, or to the survivors or survivor of them.

If no administration has been taken out to any such deceased person who has died intestate and whose assets do not exceed the value of £100, including the amount of the funds directed to be so paid, transferred, or delivered to him, such funds may be paid, transferred, or delivered to the person who, being widow, child, father, mother, brother, or sister of the deceased, would be entitled to take out administration to his estate, upon a declaration by such person in the form No. 15 appended to these rules.

THE EMPLOYERS AND WORKMEN RULES, 1886.

1. These rules may be cited as the Employers and Workmen Rules, 1886, and shall come into operation on the first day of January, 1887.

2. The proceedings in relation to any dispute between an employer and a workman be commenced under the Employers and Workmen Act, 1875, in a court of summary jurisdiction for the district in which the defendant or one of the defendants dwelt or carried on business, or was employed at the time the cause of action arose, or in which he or one of them happens to be at the time of the entry of the action, and thereupon the same proceedings shall be had, and the same forms may be used as upon a claim for a civil debt under the Summary Jurisdiction Acts: Provided that the summons shall be served four clear days at least before the hearing in manner directed by the said Summary Jurisdiction Acts, or by leaving it with an adult person at the office or place of business or employment of the defendant or one of the defendants: Provided also that no order of commitment shall be made against an apprentice until he shall have been personally served with a judgment summons.

3. A defendant shall not, except by leave of the court of summary jurisdiction, on such terms as the court may think fit, be permitted to set up against the claims of the plaintiff any set-off or counter-claim, unless he shall have served, or caused to be served, by registered post letter or otherwise, two clear days at least before the return-day, a notice thereof directed to the plaintiff at his address as mentioned in the summons, setting forth the particulars of such set-off or counter-claim. Service of any notice by post shall, unless the contrary be proved, be deemed to have been made on the day upon which the letter would have been delivered in the ordinary course of post.

4. Where disputes between an employer and his workmen are of such a character that the liability of the employer to divers of his workmen depends upon circumstances common to a whole class of their claims, the names of all the workmen whose claims are grounded upon common circumstances may be inserted as plaintiffs in one summons. Where the number of such plaintiffs is large, the name of one plaintiff only may be inserted in the body of the summons, and in such case the names of the other plaintiffs, together with their descriptions and addresses and the amount of their respective claims, may be indorsed on the summons or added in a schedule thereto annexed.

5. The employer may, at the hearing of any such summons, object that the claim of any plaintiff included in the summons ought to be separately heard and determined, either on the ground that the amount claimed is disputed, as well as the liability, or as depending on special circumstances. The name of any plaintiff, whose claim is so objected to, shall be struck out by order of the court of summary jurisdiction.

6. When the summons comes on for hearing, the case of the plaintiff first named in the summons shall (unless the court otherwise directs) be heard and determined, and the claims of all the other plaintiffs whose names shall have been included in the summons, and not struck out as in rule 5 provided, shall abide the result of the case so determined.

7. If the court of summary jurisdiction dismisses the summons, no claim shall afterwards be admitted at the instance of any workman whose name was included in the summons (and was not struck out as in rule 5 provided) in respect of the claim made thereby, unless he shews to the satisfaction of the court that his name was included in the summons without his consent.

8. If the court of summary jurisdiction finds in favour of the plaintiff whose case is tried, it shall make an order on all the claims of the plaintiffs included in the summons (not struck out as in rule 5 provided), and such order shall operate and take effect as if the claim of each workman, whose name may have been so included as a plaintiff in the summons and not struck out, had been separately heard and determined by the court, and an order had been made on each such claim.

9. The court of summary jurisdiction, by whom any action has been determined *ex parte*, may, at the same or any subsequent court, set aside any judgment so given, and any process thereon, and may grant a new trial on such terms as the court may think fit.

10. The fees to be paid by a person seeking the assistance of the court of summary jurisdiction shall be those contained in the schedule annexed hereto.

11. The court of summary jurisdiction may, in its discretion, allow any party, in respect of any expense he may have incurred in the employment of a solicitor, any sum not exceeding ten shillings where the sum claimed exceeds forty shillings, and not exceeding fifteen shillings where it exceeds five pounds.

12. The forms in force under the Summary Jurisdiction Rules, 1886, so far as the same are applicable, together with the forms in the schedule hereto, and forms to the like effect, with such variations as circumstances may require, may be used in proceedings under this Act.

13. The rules and forms under the Employers and Workmen Act, 1875, heretofore in use are hereby annulled.

16th July, 1886.

(Signed)

HERSCHELL, C,

SCHEDULE.

I.

ORDER RESCINDING CONTRACT.

In the [county of . . .] Petty Sessional Division of . . .]
Between A. B., plaintiff,
and
C. D., defendant.

Before the court of summary jurisdiction sitting at . . .
It is adjudged that the [or this] contract [or instrument of apprenticeship] made between the plaintiff and defendant [on the . . . day of . . . 18 . . .] be rescinded, and that the plaintiff [or defendant] do pay to . . . the sum of . . . pounds, being the whole [or a part] for wages [or damages, or in respect of the premium paid on such instrument of apprenticeship].

Dated the . . . day of . . . one thousand eight hundred and . . .

J. P.,
Justice for the [county] aforesaid. [Seal].

II.

ORDER FOR PERFORMANCE OF CONTRACT.

In the [county of . . .] Petty Sessional Division of . . .]
Between A. B., plaintiff,
and
C. D. [and E. F.] defendant.

Before the court of summary jurisdiction at . . .
It is ordered that the defendant [C. D.] do perform his contract [of apprenticeship] with the plaintiff, that is to say [setting out the particulars if necessary].

And that he [or the defendant E. F.] do pay to the plaintiff the sum of . . . for damages].

LEGAL APPOINTMENTS.

Mr. FRANCIS THOMAS STEAVENSON, solicitor, of Darlington, has been appointed Town Clerk of that borough, in succession to the late Mr. Hugh Dunn. Mr. Steavenson is solicitor to the Darlington School Board. He was admitted a solicitor in 1861.

Mr. FRANCIS FLEMING, Attorney-General of Ceylon, has been appointed Colonial Secretary for Natal. Mr. Fleming is the eldest son of Mr. James Fleming, Q.C., and was born in 1842. He was called to the bar at the Middle Temple in Michaelmas Term, 1866. He was Crown Solicitor for Mauritius from 1869 to 1876, a district judge in Jamaica from 1876 till 1878, and Attorney-General of Barbadoes from 1878 till 1882, when he became a puisne judge in British Guiana, and he was appointed Attorney-General of Ceylon in the following year.

Mr. EDMUND FULLER GRIFFIN, barrister, has been appointed Honorary Examiner in Mercantile Law at the City of London College, in succession to Mr. John Cutler, resigned. Mr. Griffin is the only son of Mr. Edmund Griffin, solicitor, of Ilford, and was born in 1839. He was educated at St. Paul's School and at Magdalen Hall, Oxford, where he graduated second class in Classics in 1861. He was called to the bar at Lincoln's Inn in Trinity Term, 1865, and he practises on the South-Eastern Circuit. Mr. Griffin was formerly one of the staff of the WEEKLY REPORTER. He was appointed Lecturer in English Law at King's College, London, in 1879.

Mr. WILLIAM MORGAN, solicitor (of the firm of Morgan & Podmore), of Stafford, has been appointed Registrar of the Stafford County Court (Circuit No. 26), in succession to the late Mr. George Spilsbury. Mr. Morgan was admitted a solicitor in 1862.

Mr. MORGAN MORGAN, solicitor (of the firm of Morgan & Scott), of Cardiff, has been appointed Clerk and Solicitor to the Governors of the Wells Charity. Mr. Morgan was admitted a solicitor in 1866.

Mr. FREDERICK WALTER SPINK, solicitor, of Hull, has been appointed Prosecuting Solicitor to the corporation of that borough. Mr. Spink was admitted a solicitor in 1884.

Mr. CHARLES MARSHALL HOLE, solicitor (of the firm of Hole, Dayman,

& Fisher), of Tiverton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY HALLIDAY RICHARDSON, solicitor, of 2, Broad-street-buildings, and of Barnet, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. GATHORNE HARDY, Viscount CRANBROOK, G.C.S.I., who has been appointed Lord President of the Council for the second time, is the third son of Mr. John Hardy, of Wakefield, and was born in 1814. He was educated at Shrewsbury School and at Oriel College, Oxford, where he graduated second class in Classics in 1836. He was called to the bar at the Inner Temple in Easter Term, 1840, and he practised for several years on the Northern Circuit. He was Under-Secretary of State for the Home Department from March, 1858, till June, 1859; President of the Poor Law Board from June, 1866, till February, 1867; Secretary of State for the Home Department from February, 1867, till December, 1868; Secretary of State for War from February, 1874, till March, 1876; Secretary of State for India from March, 1878, till April, 1880; and Lord President of the Council from July, 1885, till January, 1886. He was M.P. for Leominster from 1856 till 1865, and for the University of Oxford from 1865 till 1878, when he was created Viscount Cranbrook. He was sworn in as a Privy Councillor in 1866, and he was created a Knight Grand Cross of the Order of the Star of India in 1880. Lord Cranbrook is a bencher of the Inner Temple.

Mr. ELLIS ASHMEAD-BARTLETT, barrister, M.P., who has been appointed Civil Lord of the Admiralty for the second time, is the eldest son of Mr. Ellis Bartlett, and was born in 1849. He was educated at Christ Church, Oxford, where he graduated first class in Law and Modern History in 1871, and he was called to the bar at the Inner Temple in June, 1877. He was for several years an Examiner in the Education Department. He was M.P. for Eye from April, 1880, till November, 1885, when he was returned for the Ecclestone Division of Sheffield. He was Civil Lord of the Admiralty from July, 1885, till January, 1886.

Mr. LEWIS TONNA DIBBIN, barrister, has been appointed Chancellor of the Diocese of Rochester, in succession to the late Mr. Hugh Cowie, Q.C. Mr. Dibbin is the third son of the Rev. Robert William Dibbin, and was born in 1852. He was educated at St. John's College, Cambridge, where he graduated as a senior optime in 1874. He was called to the bar at Lincoln's-inn in May, 1876, and he practises in the Chancery Division.

The Right Hon. ROBERT BOURKE, barrister, M.P., who has been appointed Governor of Madras, is the third son of the fifth Earl of Mayo, and was born in 1827. He was educated at Trinity College, Dublin, and he was called to the bar at the Inner Temple in Michaelmas Term, 1852. He formerly practised on the South Wales and Chester Circuit and at the Parliamentary bar. He is the author of a work on "Parliamentary Precedents," and he was for many years junior counsel to the Attorney-General in proceedings under the Legitimacy Declaration Act. Mr. Bourke has been M.P. for Lynn in the Conservative interest since 1868. He was Under-Secretary of State for Foreign Affairs from February, 1874, till April, 1880, and again from July, 1885, till January, 1886. He was sworn in as a member of the Privy Council in 1880.

Mr. CHARLES TENNANT COUPER, advocate, has been appointed one of the Principal Clerks of Session in Scotland.

Mr. IRVINE HARLE, solicitor, of 31, Farnival-street, Holborn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The SOLICITOR-GENERAL has received the honour of Knighthood.

Mr. ANDREW RICHARD SCOBLE, Q.C., who has been appointed Legal Member of the Council of the Governor-General of India, is the second son of Mr. John Scoble, of Toronto, Canada. He was born in 1831, and he was educated at the City of London School. He was called to the bar at Lincoln's-inn in Hilary Term, 1856. He formerly practised at Bombay, and he was Advocate-General of the Bombay Presidency from 1870 till 1875. Mr. Scoble became a Queen's Counsel in 1876, and he has since practised before the Privy Council. He is a bencher of Lincoln's-inn.

Mr. ARETAS AKERS-DOUGLAS, barrister, M.P., who has been appointed Patronage Secretary for the second time, is the eldest son of the Rev. Aretas Akers, of Malling Abbey, Kent. He was born in 1851, and he assumed the additional name of Douglas by Royal licence. He was educated at Eton and at University College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1875. He was M.P. for East Kent in the Conservative interest from April, 1880, till November, 1885, when he was returned for the St. Augustine's Division of that county. Mr. Douglas is a magistrate for Kent and Dumfriesshire. He was Patronage Secretary to the Treasury from July, 1885, till January, 1886.

DISSOLUTIONS OF PARTNERSHIPS, &c.

PERCY BURDETT CUNNINGHAM and ROBERT CHARLES ANWIL, solicitors (Burdett Cunningham & Co.), Palace-chambers, Bridge-street, Westminster, August 1.

ARTHUR SIMONDS and EDWIN RICHARDSON GOOLDEN, solicitors, New-Ind, Strand, August 2. [Gazette, Aug. 17.]

It is stated that, when the mail bags which had sunk with the Cunard Steamer *Oregon* were recovered, several letters and other documents which had been written with Stephens' "Blue Black" Ink were found to be perfectly legible and distinct, notwithstanding their two months' submersion at the bottom of the Atlantic.

OBITUARY.

MR. WILLIAM ALEXANDER PARKER.

Mr. William Alexander Parker, late Chief Justice of British Honduras, died in Jersey on the 27th ult. Mr. Parker was the eldest son of Mr. John Parker, solicitor, of Edinburgh, and was born in 1818. He was educated at the Edinburgh Academy and at the University of Edinburgh, and he was admitted a member of the Faculty of Advocates in Scotland in 1853. In 1866 he was appointed Chief Justice of the Gold Coast and Judicial Assessor to the native chiefs of the Gold Coast Protectorate. He was Chief Justice of St. Helena from 1869 till 1875, when he was appointed Chief Justice of British Honduras, and in 1881, after fifteen years' judicial service in the colonies, he retired on a pension. Mr. Parker was married in 1852 to the widow of Mr. Moring Bignell, daughter of Mr. Robert McClintock. His only son, Mr. Frederick Hardyman Parker, was called to the bar at the Middle Temple in June, 1880, and practises in British Honduras. He was buried at St. Martin's Church, Gorey, Jersey, on the 30th ult.

MR. JOHN EDWARD HALL.

Mr. John Edward Hall, barrister, died at his residence, 40, St. James's-square, Notting-hill, on the 11th inst., after a short illness. Mr. Hall was the eldest son of Mr. Edward Hall, of Acton, and was born in 1838. He was educated at Queen's College, Oxford, and he was called to the bar at Lincoln's-inn in Trinity Term, 1862. Mr. Hall was a member of the Midland Circuit, and he was known as the author of a treatise on "Rights of Common." He had had also a long experience as a reporter. He was formerly one of the staff of THE WEEKLY REPORTER, and for nearly ten years he had been one of the representatives of the *Law Reports* in the Court of Appeal. He had been for six years a revising barrister. Mr. Hall was buried at Kensal Green Cemetery on the 19th ult.

MR. ASHLEY MAPLES.

Mr. Ashley Maples, solicitor, of Spalding, died on the 12th inst., in his eighty-first year. Mr. Maples, who was one of the oldest solicitors in Lincolnshire, was born in 1806. He was admitted a solicitor in 1828, and he had practised for over a half a century at Spalding. He was a perpetual commissioner for Lincolnshire, and he had a large private practice. He had been clerk to the Spalding Board of Guardians ever since the formation of the Union, and he was also clerk to the Assessment Committee, superintendent registrar, and vestry clerk of Spalding Parish. He was at the time of his death associated in partnership with his son, Mr. Harold Stanley Maples, who was admitted a solicitor in 1873.

The London and Westminster Bank, Limited, on behalf of the Government of the Cape of Good Hope, offer to the holders of the debentures of the various Cape Government Loans, specified in their advertisement, conversion into a Consolidated 4 per Cent. Inscribed Stock having fifty years to run, but redeemable after thirty years at the option of the Cape Government, on giving twelve months' notice to the stockholders. The bulk of the debentures which it is proposed to convert are subject to annual drawings at par, increasing from year to year on the accumulative principle, and as these debentures are now quoted at a considerable premium, the holders will doubtless be ready to convert them into stock on the favourable terms offered, rather than remain subject to the constantly-increasing drawings, which entail a loss of the premium at which they are now realizable.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BARON LIEBIG'S COCOA AND CHOCOLATE WORKS, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Francis Clarke, the official liquidator, No. 41, Coleman st. Tuesday, Oct 26, at 12, is appointed for hearing and adjudicating upon the debts and claims.

CANTAGNO, LIMITED.—Kay, J., has, by an order dated July 3, appointed Arthur James Hill, 1, Finsbury circus, to be official liquidator. Creditors are required, on or before Dec 1, to send their names and addresses and the particulars of their debts or claims to the above. Tuesday, Dec 14, at 8, is appointed for hearing and adjudicating upon the debts and claims.

LIVET AND COMPANY, LIMITED.—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to John Joseph Steer, 22, Basinghall st. Tuesday, Oct 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

BRITISH WHITE LEAD COMPANY, LIMITED.—Chitty, J., has, by an order, dated July 19, appointed John Pollard Lovering, 77, Gresham st, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Oct 26, at 11, is appointed for hearing and adjudicating upon the debts and claims.

BURN AND COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Aug 6, it was ordered that the company be wound up. Janson and Co, Finsbury circus, solicitors for the petitioner.

BUTTERLINE COMPANY, LIMITED.—North, J., has, by an order, dated Aug 10,

appointed William Lott Grimwade, 32, Queen Victoria st, to be official liquidator
CAPITAL FIRE INSURANCE ASSOCIATION, LIMITED.—Chitty, J., has, by an order, dated Aug 9, appointed Tansley Witt, 40, Chancery lane, to be official liquidator

CHARPELL AND CO., LIMITED.—North, J., has, by an order, dated Aug 12, appointed Mr. Henry Newson Smith, 37, Walbrook, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Oct 28, at 12, is appointed for hearing and adjudicating upon the debts and claims

JOHN KNOX AND CO., LIMITED.—Petition for winding up, presented Aug 12, directed to be heard before Chitty, J., or the Vacation Judge for the time being, on Aug 25. Crossman and Co, Theobald's rd, Gray's inn, agents for Kilsdon and Co, Sunderland, solicitors for the petitioners

LIANGENRECK COAL COMPANY, LIMITED.—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to Frederic George Painter, Moorgate st bldgs. Tuesday, Oct 26, at 12, is appointed for hearing and adjudicating upon the debts and claims

LONDON CENTRAL CLUB, LIMITED.—Petition for winding up, presented Aug 14, directed to be heard by the Vacation Judge, sitting in the Lord Chancellor's Court, Royal Courts, on Aug 25, at 11. Mann, Essex st, Strand, solicitor for the petitioner

MAWDRAUGH GOLD MINING COMPANY, LIMITED.—By an order made by Chitty, J., dated Aug 7, it was ordered that the company be wound up. Want and Harston, Clement's lane, solicitors for the petitioner

SOUTH DURHAM BREWERY COMPANY, LIMITED.—By an order made by Kay, J., dated Aug 7, it was ordered that the company be wound up. Indermaur and Brown, Chancery lane, agents for Mallard, Birmingham, solicitor for the petitioner

THOMAS BURNETT AND COMPANY, LIMITED.—By an order made by Chitty, J., dated Aug 9, it was ordered that the company be wound up. Walker, Chancery lane, solicitor for the petitioner

[Gazette, Aug. 17.]

UNLIMITED IN CHANCERY.

COMMERCIAL BANK OF SOUTH AUSTRALIA.—North, J., has, by an order, dated July 3, appointed George Whiffin, 8, Old Jewry, to be official liquidator. Creditors residing in the United Kingdom are required, on or before Sept 30, residing out of the jurisdiction on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims of the creditors residing in the United Kingdom, and Tuesday, Feb 8, 1887, at 12, for creditors residing out of the jurisdiction

[Gazette, Aug. 13.]

SKEGNESS AND ST. LEONARD'S TRAMWAY COMPANY.—Chitty, J., has, by an order, dated Aug 6, appointed Arthur John Rhodes, 15, Queen st, to be official liquidator

[Gazette, Aug. 17.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MILBOW CO-OPERATIVE SPINNING AND MANUFACTURING COMPANY, LIMITED.—By an order made by the Court, dated Aug 9, it was ordered that the voluntary winding up of the company be continued. Standing and Taylor, Rochdale, solicitors for the petitioner

[Gazette, Aug. 17.]

FRIENDLY SOCIETIES DISSOLVED.

ROWLEY REGIS MUTUAL LOAN AND INVESTMENT SOCIETY, Old Bush Revived Inn, Powke lane, Rowley Regis, Stafford. Aug 7

[Gazette, Aug. 13.]

CINDERFORD CO-OPERATIVE FRIENDLY SOCIETY, Co-operative Stores, Cinderford, Gloucester. Aug 10

COURT ROYAL OXONIENS, Ancient Order of Foresters, White Hart Inn, Dorchester, Wallingford, Oxford. Aug 13

RELIANCE BIRMINGHAM BENEFIT SOCIETY, Duke of Lancaster Tavern, Laburnham ter, Kingsland rd. Aug 12

[Gazette, Aug. 17.]

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM; No Deposit; 1, 2, or 3 years; 60 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 191, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.]

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, August 13, 1886.

RECEIVING ORDERS.

Ash, Joseph Lathbury, Birmingham, Painter. Birmingham. Pet July 30. Ord Aug 9. Exam Sept 6
 Atherton, Isaac, Jun, Kirkby, nr Liverpool, Farmer. Liverpool. Pet Aug 5. Ord Aug 9. Exam Aug 23 at 11 at Court house, Government bldgs, Victoria st, Liverpool
 Atkins, Stephen, The Steyne, Acton, Carman. Brentford. Pet Aug 10. Ord Aug 10. Exam Sept 21 at 2
 Barwick, John Ebenezer, St Peter's, Thanet, Builder. Canterbury. Pet Aug 6. Ord Aug 7. Exam Sept 3
 Brook, John William Thomas, Plymouth, Baker. East Stonehouse. Pet Aug 10. Ord Aug 10. Exam 31 at 11
 Brown, Thomas, Bradford, Grocer. Bradford. Pet Aug 9. Ord Aug 10. Exam Sept 25
 Burrows, John, Urnston, Lancashire, Cabinetmaker. Salford. Pet July 18. Ord Aug 6. Exam Sept 1 at 10
 Collyer, Charles Edwards, Fenchurch st, Hemp Broker. High Court. Pet Aug 10. Ord Aug 10. Exam Oct 1 at 11 at 34, Lincoln's inn fields
 Crowther, Saville, Northowram, nr Halifax, Stone Merchant. Halifax. Pet Aug 6. Ord Aug 11. Exam Oct 11
 Dalrymple, John, Newcastle on Tyne, Wine Merchant's Clerk. Newcastle on Tyne. Pet Aug 10. Ord Aug 10. Exam Aug 24 at 11.30
 Dodsworth, Jesse, Southwold, Suffolk, Publisher. Gt Yarmouth. Pet Aug 9. Ord Aug 9. Exam Sept 13 at 11 at Townhall, Gt Yarmouth
 Dorey, Arthur James, Ferndale, Glam, Builder. Pontypridd. Pet Aug 10. Ord Aug 10. Exam Aug 31 at 2
 Edwards, John, Landport, Hants, Draper. Portsmouth. Pet Aug 5. Ord Aug 7. Exam Aug 30
 Fenner, John Holmes, Canford Magna, Dorset, Farmer. Poole. Pet Aug 10. Ord Aug 10. Exam Sept 3 at 12.30 at Townhall, Poole
 Ford, Frederick, Belper, Derbyshire, Farmer. Derby. Pet Aug 10. Ord Aug 10. Exam Oct 19

French, John, Commercial st, Brassfounder. High Court. Pet Aug 11. Ord Aug 11. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields
 Garrison, Alfred, Birkenhead, Bicycle Maker. Birkenhead. Pet Aug 6. Ord Aug 6. Exam Aug 25 at 11
 Hall, Walter, Newark upon Trent, Publican. Nottingham. Pet June 1. Ord Aug 10. Exam Oct 19
 Hall, William, Castlemorton, Worcestershire, Licensed Victualler. Worcester. Pet July 20. Ord Aug 10. Exam Aug 24 at 11.30
 Harris, Joseph, Nottingham, Grocer. Nottingham. Pet Aug 7. Ord Aug 7. Exam Oct 19
 Hill, Albert, Gt Grimsby, Lincolnshire, Bricklayer. Gt Grimsby. Pet Aug 9. Ord Aug 9. Exam Sept 1 at 11 at Townhall, Grimsby
 Hills, Arthur John, London wall, Carman. High Court. Pet July 28. Ord Aug 11. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields
 James, Evan, St Clears, Carmarthenshire, Saddler. Carmarthen. Pet Aug 9. Ord Aug 9. Exam Aug 30
 Krentz, Carl, Newgate st, Hatter. High Court. Pet Aug 10. Ord Aug 10. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields
 Lacy, John Thomas, Clee, Lincolnshire, out of business. Gt Grimsby. Pet Aug 11. Ord Aug 11. Exam Sept 1 at 11 at Townhall, Grimsby
 Marlow, Edward, Birmingham, Glass Merchant. Birmingham. Pet Aug 9. Ord Aug 9. Exam Sept 13
 McKerrrow, Robert Farquhar, Llanbadoc, nr Usk, Mon, Schoolmaster. Newport, Mon. Pet Aug 10. Ord Aug 10. Exam Aug 24 at 11
 Metry, Henry, Falcon rd, Battersea, House Furnisher. Wandsworth. Pet Aug 7. Ord Aug 7. Exam Oct 7
 Milnes, Fanny, Ratcliffe on Trent, Hotel Proprietress. Nottingham. Pet July 9. Ord Aug 10. Exam Oct 19
 Ogden, John, Penarth, Cumberland, Clock Maker. Carlisle. Pet Aug 11. Ord Aug 11. Exam Aug 25 at 11 at Court house, Carlisle
 Oke, Annie, Swansea, Schoolmistress. Swansea. Pet Aug 10. Ord Aug 10. Exam Oct 27
 Patridge, Robert, Newton Abbot, Travelling Draper. Exeter. Pet Aug 9. Ord Aug 9. Exam Oct 14 at 11
 Rankin, Robert, Gateshead, Durham, Printer. Newcastle on Tyne. Pet July 29. Ord Aug 9. Exam Aug 19 at 11
 Rankin, James, King's rd, Camden Town, American Organ Finisher. High Court. Pet Aug 9. Ord Aug 9. Exam Oct 1 at 11 at 34, Lincoln's inn fields
 Rogers, Henry, Egham, Surrey, Builder. Kingston, Surrey. Pet Aug 11. Ord Aug 11. Exam Sept 6
 Ross Brothers and Co, Finsbury pavement, Timber Merchants. High Court. Pet June 12. Ord Aug 9. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields
 Scanlan, Morris, Bournemouth, Tailor. Poole. Pet Aug 9. Ord Aug 9. Exam Sept 8 at 12 at Townhall, Poole
 Seaton, Samuel, Peterborough, Corn Merchant. Peterborough. Pet July 30. Ord Aug 9. Exam Aug 19 at 2
 Scholey, Mazzini Haddock, Walsall, General Dealer. Walsall. Pet Aug 9. Ord Aug 10. Exam Aug 25 at 11.30
 Sewell, James Croft, Bolton, Lancashire, Milliner. Bolton. Pet Aug 9. Ord Aug 9. Exam Aug 30
 Smith, David, Birmingham, out of business. Birmingham. Pet Aug 10. Ord Aug 10. Exam Sept 3
 Thickley, James, Cantley, Norfolk, Licensed Victualler. Norwich. Pet Aug 10. Ord Aug 10. Exam Oct 6 at 12 at Shirehall, Norwich Castle
 Thornley, William Hearnshaw, and Arthur Daekyne Webster, Nottingham, Lace Dyers. Nottingham. Pet Aug 9. Ord Aug 9. Exam Oct 19
 Underhay, Emily, Talgarth rd, West Kensington, Widow. High Court. Pet Aug 9. Ord Aug 9. Exam Oct 1 at 11 at 34, Lincoln's inn fields
 Underwood, George, Eastcheap, Mining Engineer. High Court. Pet July 1. Ord July 20. Exam Sept 17 at 11.30 at 34, Lincoln's inn fields
 Vaughan, James, Usk, Mon, Grocer. Newport, Mon. Pet Aug 11. Ord Aug 11. Exam Aug 24 at 11
 Wensley, James, Bristol, Music Seller. Bristol. Pet Aug 10. Ord Aug 10. Exam Oct 8 at 12 at Guildhall, Bristol
 Wharton, William, Gt Boughton, Cheshire, out of business. Chester. Pet Aug 9. Ord Aug 9. Exam Sept 2 at 12 at County Court Offices, Chester

The following amended notices are substituted for those published in the London Gazette of August 10.

Colquhoun, James, St Michael's gds, Notting Hill, Gent. High Court. Pet June 28. Ord Aug 6. Exam Oct 1 at 11 at 34, Lincoln's inn fields
 Dawson, Matthew, Stockton on Tees, out of business. Stockton on Tees and Middlesbrough. Pet Aug 4. Ord Aug 4. Exam Aug 25
 Laidseed, Helen, Paddington, Widow. High Court. Pet June 2. Ord Aug 6. Exam Sept 24 at 11.30 at 34, Lincoln's inn fields

FIRST MEETINGS.

Aston, Charles Henry, Middlesbrough, Brush Manufacturer. Aug 24 at 11. Official Receiver, 8, Albert rd, Middlesbrough
 Ashford, John Sussex, Fulham rd, South Kensington, Draper. Aug 25 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
 Barber, Mark, Langley, Worcestershire, Farmer. Aug 23 at 10.15. Court house, Oldbury
 Barwick, John Ebenezer, St Peter's, Thanet, Kent, Builder. Aug 20 at 10.30. 32, St George's st, Canterbury
 Bird, William Edgar, Coventry, Trimming Manufacturer. Aug 20 at 12. Official Receiver, 17, Hertford st, Coventry
 Brown, Thomas, Bradford, Grocer. Aug 20 at 12. Official Receiver, 31, Manor row, Bradford
 Burrows, John, Urnston, Lancashire, Cabinet Maker. Aug 30 at 11. Official Receiver, 31, Olden's chhrs, Bridge st, Manchester
 Cochlin, Thomas, Liverpool, Builder. Aug 24 at 3. Official Receiver, 35, Victoria st, Liverpool
 Cock, Henry, Great Dunmow, Essex, Builder. Aug 22 at 10. Shirehall, Chelmsford
 Colcock, John, Everceech, Somerset, Coal Merchant. Oct 12 at 11. Mitre Hotel, Wells
 Dalrymple, John, Newcastle on Tyne, Wine Merchant's Clerk. Aug 24 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne
 De Solla, Henri, St Paul's rd, Islington, Club Proprietor. Aug 26 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
 Edwards, Charles, Dewsbury, Yorks, Tailor. Aug 20 at 4. Official Receiver, Bank chhrs, Batley
 Edwards, Edwin Thomas, Hammersmith, Wine Merchant. Aug 27 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
 Edwards, John Joseph, Landport, Hants, Draper. Aug 23 at 12.30. Chamber of Commerce, 145, Cheapside
 Fenner, John Holmes, Canford Magna, Dorset, Farmer. Aug 24 at 3.15. Laine's Hotel, Wimborne
 Ford, Frederick, Belper, Derbyshire, Farmer. Aug 24 at 12. Official Receiver, St James's chhrs, Derby
 Hall, William, Castlemorton, Worcestershire, Licensed Victualler. Aug 24 at 11. Official Receiver, Worcester
 Harper, Charles, Oldbury, Worcestershire, Beer Retailer. Aug 23 at 11. Court house, Oldbury
 Harris, Joseph, Nottingham, Grocer. Aug 20 at 3. Official Receiver, 1, High pavement, Nottingham
 Harrison, Edwin, Bradford, Yorks, out of business. Aug 20 at 3. Official Receiver, Bank chhrs, Batley
 Henschell, George A., Moorgate st, Doctor of Medicine. Aug 25 at 11. 33, Carey st, Lincoln's inn

Hughes, Thomas, Liverpool, Gent. Aug 24 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Ingle, Edward, Little Bytham, Lincolnshire, out of business. Aug 23 at 12. County Court, Peterborough.
 James, Evan, St Clears, Carmarthenshire, Saddler. Aug 20 at 3. Official Receiver, 11, Quay st, Carmarthen.
 Johnston, Charlotte Eliza, West Brighton, Schoolmistress. Aug 20 at 12. Official Receiver, 39, Bond st, Brighton.
 Marks, Christopher Bevan, Bankside, Surrey, Merchant's Clerk. Aug 25 at 12. 33, Carey st.
 McKerrrow, Robert Farquhar, Llanbadoc, nr Usk, Mon, Schoolmaster. Aug 24 at 12. Official Receiver, 12, Tredgar pl, Newport, Mon.
 Moore, George, Leeds, Mineral Water Manufacturer. Aug 20 at 11. Official Receiver, St Andrew's church, 22, Park row, Leeds.
 Mousalli, Francis Abdallah, Liverpool, Cotton Broker. Aug 24 at 12. Official Receiver, 35, Victoria st, Liverpool.
 Musgrave, Thomas, Greysouthen, Cumberland, Farmer. Aug 21 at 12. 67, Duke st, Whitehaven.
 Ogilethorp, John, Penrith, Cumberland, Clockmaker. Aug 25 at 12. 34, Fisher st, Carlisle.
 Oke, Annie, Swansea, Schoolmistress. Aug 21 at 2. Royal Hotel, Cardiff.
 Paltridge, Robert, Newton Abbot, Devon, Travelling Draper. Aug 23 at 11. Castle of Exeter at Exeter.
 Parsons, George, Birmingham, Brassfounder. Aug 24 at 11. Official Receiver, Birmingham.
 Rankin, Robert, Gateshead, Durham, Printer. Aug 21 at 11. Official Receiver, Pink lane, Newcastle on Tyne.
 Radford, Thomas, Hucknall Torkard, Nottinghamshire, Butcher. Aug 20 at 12. Official Receiver, 1, High Pavement, Nottingham.
 Scanlan, Morris, Bournemouth, Tailor. Aug 23 at 1.15. Official Receiver, Salisbury.
 Scholery, Mazzini Haddock, Walsall, General Dealer. Aug 25 at 10.30. Official Receiver, Bridge st, Walsall.
 Searson, Samuel, Peterborough, Corn Merchant. Aug 23 at 12.30. County Court, Peterborough.
 Sewell, James Croft, Bolton, Lancashire, Milliner. Aug 23 at 11. 16, Wood st, Bolton.
 Vaughan, James, Usk, Mon, Grocer. Aug 25 at 12. Official Receiver, 12, Tredgar pl, Newport.
 Warren, Henry, Radnage, Bucks, Farmer. Aug 24 at 11.30. Official Receiver, 1, St Aldates, Oxford.
 Wilcockson, Charles, Newton causeway, Surrey, Commercial Traveller. Aug 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

ADJUDICATIONS.

Atherton, Isaac, jun, Kirkby, nr Liverpool, Farmer. Liverpool. Pet Aug 5. Ord Aug 11.
 Ball, William, Taunton mews, Dorset sq, Cab Proprietor. High Court. Pet Aug 6. Ord Aug 9.
 Brewster, James, East Dereham, Norfolk, Gunsmith. Norwich. Pet July 31. Ord Aug 9.
 Brown, Thomas, Bradford, Grocer. Bradford. Pet Aug 9. Ord Aug 10.
 Burrows, John, Urnston, Lancashire, Cabinet Maker. Salford. Pet July 16. Ord Aug 11.
 Carswell, Hugh, Manchester, Estate Broker. Manchester. Pet June 10. Ord Aug 9.
 Carter, Thomas, Pendleton, Lancashire, Glass Manufacturer. Salford. Pet July 31. Ord Aug 9.
 Clarke, Henry, Plymouth, Builder. East Stonehouse. Pet July 27. Ord Aug 10.
 Crowther, Saville, Northowram, nr Halifax, Stone Merchant. Halifax. Pet Aug 6. Ord Aug 11.
 Dabbs, Alfred Herbert, Birmingham, Tailor. Birmingham. Pet July 15. Ord Aug 10.
 Davidson, Henry, Dodworth rd, Barnsley, Drysalter. Barnsley. Pet July 9. Ord Aug 9.
 Davis, Thomas, Gillingham, Bradford, Grocer. Bradford. Pet Aug 5. Ord Aug 9.
 Dunham, William, Brighton, Tailor. Brighton. Pet Aug 5. Ord Aug 10.
 Edmonds, Richard, Sunbury, no occupation. Kingston, Surrey. Pet June 8. Ord Aug 9.
 Ellis, John, Rhyl, Flintshire, Joiner. Bangor. Pet July 25. Ord Aug 11.
 Ford, Frederick, Belper, Derbyshire, Farmer. Derby. Pet Aug 10. Ord Aug 10.
 Garrison, Alfred, Birkenhead, Bicycle Maker. Birkenhead. Pet Aug 6. Ord Aug 9.
 Hammond, George, St James' st, Brighton, Ironmonger. Brighton. Pet July 9. Ord Aug 10.
 Hickey, Andrew, Birkenhead, Mineral Water Maker. Birkenhead. Pet July 7. Ord Aug 9.
 Hill, Albert, Gt Grimsby, Bricklayer. Gt Grimsby. Pet Aug 9. Ord Aug 11.
 Ingle, Edward, Little Bytham, Lincolnshire, out of business. Peterborough. Pet July 24. Ord Aug 10.
 Jenner, William, Whittlesea, Cambs, Brickmaker. Peterborough. Pet July 21. Ord Aug 9.
 Leah, Thomas, William Leah, and Henry Ogden, Todmorden, Yorks, Cotton spinners. Burnley. Pet July 3. Ord Aug 11.
 Newton, Alfred, Norwich, Fruiterer. Norwich. Pet July 21. Ord Aug 9.
 Ogilethorp, John, Penrith, Cumberland, Clock Maker. Carlisle. Pet Aug 11. Ord Aug 11.
 Oldacres, William, Lichfield, Farmer. Walsall. Pet July 22. Ord Aug 10.
 Owen, Richard, Bethesda, Carmarthenshire, Bookbinder. Bangor. Pet June 23. Ord Aug 11.
 Page, William Lister Sharp, Selly pk, nr Birmingham, Gent. Birmingham. Pet July 23. Ord Aug 10.
 Parson, George, Birmingham, Brassfounder. Birmingham. Pet July 26. Ord Aug 10.
 Rankin, Robert, Gateshead, Printer. Newcastle on Tyne. Pet July 29. Ord Aug 11.
 Reading, Charles William, Buckingham palace rd, Builder. High Court. Pet May 17. Ord July 22.
 Redgrave, Charles Henry, Worcester, Glove Manufacturer. Worcester. Pet July 21. Ord Aug 11.
 Rowe, Edward, Swaffham, Norfolk, Plumber. King's Lynn. Pet Aug 4. Ord Aug 4.
 Russell, Emily, Maidstone, Schoolmistress. Maidstone. Pet Aug 4. Ord Aug 11.
 Scholey, Mazzini Haddock, Walsall, General Dealer. Walsall. Pet Aug 9. Ord Aug 10.
 Sewell, James Croft, Bolton, Milliner. Bolton. Pet Aug 9. Ord Aug 9.
 Underhay, Emily, Talgarth rd, West Kensington, Widow. High Court. Pet Aug 9. Ord Aug 11.
 Webster, Joseph, Bradford, Yorks, Mason. Halifax. Pet July 28. Ord Aug 11.
 Welch, James, Catherine st, Strand, Newspaper Printer. High Court. Pet July 9. Ord Aug 10.
 Wharton, William, Gt Boughton, Cheshire, out of business. Chester. Pet Aug 9. Ord Aug 9.
 Whistler, Thomas, Downshire hill, Hampstead, Cowkeeper. High Court. Pet July 28. Ord Aug 11.

ADJUDICATION ANNULLED.

Thompson, Joseph, Jarrow, Durham, Builder. Newcastle on Tyne. Adjud May 9. Annul Aug 19.

TUESDAY, Aug. 17, 1886.

RECEIVING ORDERS.

Andrews, William, South Stockton, out of business. Stockton on Tees and Middlesborough. Pet Aug 13. Ord Aug 13. Exam Aug 25.
 Applegarth, Thomas, Sedgfield, Butcher. Stockton on Tees and Middlesborough. Pet Aug 10. Ord Aug 10. Exam Aug 25.
 Barton, David, Leicester, Watchmaker. Leicester. Pet July 31. Ord Aug 14. Exam Oct 6.
 Bent, Charles, Birmingham, Jewel Case Maker. Birmingham. Pet Aug 12. Ord Aug 12. Exam Aug 31.
 Blundell, Thomas Edwin, Rushock, Worcestershire, Farmer. Worcester. Pet July 28. Ord Aug 14. Exam Aug 28 at 11.30.
 Bonnet, Thomas, Watford, Builder. St Albans. Pet Aug 12. Ord Aug 12. Exam Sept 24.
 Booth, Robert, Hulme, Manchester, Beerhouse Keeper. Salford. Pet Aug 13. Ord Aug 13. Exam Sept 1 at 10.
 Borman, Edmund, Clea, Lincolnshire, Shoemaker. Great Grimsby. Pet Aug 14. Ord Aug 14. Exam Sept 8 at 11 at Townhall, Grimsby.
 Bridges, Henry, Rowland grove, Wells rd, Sydenham, out of business. Greenwich. Pet July 23. Ord Aug 12. Exam Sept 3 at 2.
 Brown, William Pattinson, Liverpool, Baker. Liverpool. Pet Aug 13. Ord Aug 13. Exam Aug 26 at 12 at Court House, Government bldgs, Victoria st, Liverpool.
 Buchanan, Claud, Warrington rd, Richmond, Gent. Waudsworth. Pet June 23. Ord Aug 12. Exam Oct 7.
 Bulmer, William, Guisborough, out of business. Stockton on Tees and Middlesborough. Pet Aug 10. Ord Aug 10. Exam Aug 25.
 Carter, Thomas, Huddersfield, Bootmaker. Huddersfield. Pet Aug 12. Ord Aug 12. Exam Aug 16 at 11.
 Collin, Philip, Winchester, Gardener. Winchester. Pet Aug 12. Ord Aug 13. Exam Oct 13 at 10.
 Docwra, Lancelot, Theydon Bois, Essex, Gent. Edmonton. Pet July 20. Ord Aug 13. Exam Sept 25 at 1 at Court house, Edmonton.
 Fairweather, David Anderson, Felling, Durham, Grocer. Newcastle on Tyne. Pet Aug 12. Ord Aug 12. Exam Aug 26 at 11.
 Field, Arthur William, Biggleswade, Bedfordshire, Bootmaker. Bedford. Pet Aug 13. Ord Aug 14. Exam Sept 23.
 Fullwood, Alfred Henry, London wall, Carman. High Court. Pet Aug 13. Ord Aug 13. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields.
 Hall, Alfred John, Brierley Hill, Staffordshire, Coal Dealer. Stourbridge. Pet Aug 7. Exam Aug 7. Exam Aug 26 at 11.30.
 Hall, William, Layard rd, Bermondsey, Leather Merchant. High Court. Pet July 20. Ord Aug 12. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Heald, George Frederick, Crewe, Cheshire, Baker. Nantwich and Crewe. Pet Aug 11. Ord Aug 11. Exam Oct 13 at 11 at Nantwich.
 Hemming, John Joseph, Cheltenham, Solicitor. Cheltenham. Pet Aug 11. Ord Aug 11. Exam Oct 1 at 12.
 Jarman, Thomas, Llanelli, Brecon, Innkeeper. Tredegar. Pet Aug 13. Ord Aug 13. Exam Sept 3 at 10.30 at County Court Office, Tredegar.
 Jehan, Charles Edmund, Cardiff, out of business. Cardiff. Pet Aug 10. Ord Aug 10. Exam Aug 27 at 10.
 Jones, William, Llanfaellog, Anglesey, Coal Dealer. Bangor. Pet Aug 13. Ord Aug 13. Exam Sept 2 at 12 at Court house, Bangor.
 Kane, Francis William, St George's sq, Pimlico, Major in H.M. Army. High Court. Pet June 11. Ord Aug 11. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Peacock, Lorenzo, Leeds, out of business. Leeds. Pet Aug 13. Ord Aug 13. Exam Sept 7 at 11.
 Pike, William, Chancery lane, Club Proprietor. High Court. Pet Aug 13. Ord Aug 14. Exam Oct 8 at 11.30 at 34, Lincoln's inn fields.
 Pirrie, John Sinclair, Victoria st, Westminster, Engineer. High Court. Pet Aug 14. Ord Aug 14. Exam Oct 8 at 11.30 at 34, Lincoln's inn fields.
 Pope, Frederick, William, Shepton Mallet, Draper. Wells. Pet Aug 10. Ord Aug 12. Exam Oct 13 at 11.
 Rattenbury, Ebenezer, Exeter, Tailor. Exeter. Pet Aug 13. Ord Aug 13. Exam Oct 14 at 11.
 Ravenhall, Joseph, Kingswinford, Staffordshire, Grocer. Stourbridge. Pet Aug 10. Ord Aug 10. Exam Aug 26 at 11.30.
 Reeder, Richard Edward, Gt Yarmouth, Boot Dealer. Gt Yarmouth. Pet Aug 13. Ord Aug 13. Exam Sept 13 at 11 at Townhall, Gt Yarmouth.
 Ridoutt, George, Landport, Hampshire, Leather Seller. Portsmouth. Pet Aug 12. Ord Aug 13. Exam Aug 20.
 Roberts, Charles Philip, St Paul's rd, Highbury, Builder. High Court. Pet Aug 12. Ord Aug 12. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Rothwell, George, Liverpool, Baker. Liverpool. Pet Aug 14. Ord Aug 14. Exam Aug 26 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Rowberry, James, Halesowen, Worcestershire, Hay Dealer. Stourbridge. Pet Aug 3. Ord Aug 3. Exam Aug 26 at 11.30.
 Smith, Richard, Gracechurch st, Licensed Victualler. High Court. Pet Aug 11. Ord Aug 11. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Sneddon, David, Cleator Moor, Cumberland, Engineman. Whitehaven. Pet Aug 12. Ord Aug 12. Exam Aug 26 at 3.
 Spill, Daniel, Upton, Essex. High Court. Pet July 19. Ord Aug 12. Exam Oct 8 at 11.30 at 34, Lincoln's inn fields.
 Stripp, John Payne, and George Wyatt, High Holborn, Builders. High Court. Pet May 19. Ord Aug 12. Exam Oct 1 at 12 at 34, Lincoln's inn fields.
 Thompson, Nathan, Southampton bldgs, Chancery lane, Gent. High Court. Pet June 8. Ord Aug 12. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Watson, Albert, Albert Keighley, and Frederick Watson, Bingley, Yorks, Wrining Machine Makers. Bradford. Pet Aug 13. Ord Aug 14. Exam Sept 23.
 Whittington, Frank, Niton, Isle of Wight, Blacksmith. Newport and Ryde. Pet Aug 13. Ord Aug 13. Exam Oct 6.
 Williams, Walter Alfred Whitehead, Stockwell rd, Florist. High Court. Pet July 16. Ord Aug 12. Exam Oct 8 at 11 at 34, Lincoln's inn fields.
 Williams, William, jun, Ryde, I.W., Tailor. Newport and Ryde. Pet Aug 13. Ord Aug 13. Exam Oct 6.
 Winter, Edmund, Christchurch, Hampshire, Builder. Poole. Pet Aug 12. Ord Aug 12. Exam Sept 8 at 1 at Townhall, Poole.
 Witt, William, Fordingbridge, Hampshire, Butcher. Salisbury. Pet Aug 14. Ord Aug 14. Exam Oct 8 at 2.
 Wright, William Walsley, Bolton, Lancashire, Tea Merchant. Bolton. Pet Aug 12. Ord Aug 12. Exam Aug 30 at 11.30.
 The following amended notice is substituted for that published in the London Gazette of August 13.
 Ross Brothers and Co, Finsbury pavement, Timber Merchants. High Court. Pet June 12. Ord Aug 9. Exam Oct 1 at 11.30 at 34, Lincoln's inn fields.
 FIRST MEETINGS.
 Acock, Henry, Sheffield, Grocer. Aug 25 at 11.30. Official Receiver, Flitree lane, Sheffield.
 Aneur, Frederick Arundel, Wood st, Westminster, Plumber. Aug 27 at 11. 33, Carey st, Lincoln's inn.
 Applegarth, Thomas, Sedgfield, Butcher. Aug 24 at 12.30. Official Receiver, 6, Albert rd, Middlesborough.
 Atherton, Isaac, jun, Kirkby, nr Liverpool, Farmer. Aug 27 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Barnard, Thomas J, Connaught rd, Harlesden. Aug 27 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.
 Barton, David, Leicester, Watchmaker. Aug 27 at 3. 23, Friar lane, Leicester.
 Black, Robert Campbell, Goswell rd, Lead Merchant. Aug 26 at 12. 33, Carey st, Lincoln's inn.

Blundell, Thomas Edwin, Rushock, Worcestershire, Farmer. Aug 28 at 11. Official Receiver, Worcester.

Bonnett, Thomas, Watford, Builder. Aug 26 at 12. 42, The Outer Temple, Strand.

Booth, Robert, Manchester, Beerhouse Keeper. Aug 27 at 11.30. Official Receiver, Ogden's chambers, Bridge st, Manchester.

Brook, John William Thomas, Plymouth, Baker. Aug 21 at 11. Official Receiver, 18, Frankfort st, Plymouth.

Brown, William Pattinson, Liverpool, Baker. Aug 26 at 3. Official Receiver, 35, Victoria st, Liverpool.

Browne, William Lewis Clifton, and Edmund Charles Chatterley, Queen st, Cheapside, Accountants. Aug 25 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn.

Burdett, James, Sparkbrook, Worcestershire, Baker. Aug 25 at 2. Official Receiver, Birmingham.

Carter, Thomas, Huddersfield, Bootmaker. Aug 26 at 11. New st, Huddersfield.

Collin, Philip, Winchester, Gardiner. Aug 27 at 3. Official Receiver, 74, High st, Winchester.

Crowther, Saville, Northwram, nr Halifax, Stone Merchant. Aug 25 at 12. Official Receiver, Townhall chbrs, Halifax.

Dabbs, Alfred Herbert, Sutton Coldfield, Warwickshire, Tailor. Aug 26 at 2. Official Receiver, Birmingham.

Dorey, Arthur James, Farnside, Glamorganshire, Builder. Aug 24 at 12. Court house, Pontypool.

Elderton, William Alexander, Colville sq, Bayswater, Private Tutor. Aug 27 at 1. 33, Carey st, Lincoln's inn.

Ellis, Mark Philip, Stratford, Essex, Fruit Salesman. Sept 1 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

Everett, Samuel Charles Henry, Wallington, Surrey, Merchant. Aug 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

Fairweather, David Anderson, Felling, Durham, Grocer. Aug 25 at 11. Official Receiver, Pink lane, Newcastle on Tyne.

Garrison, Alfred, Birkenhead, Bicycle Maker. Aug 25 at 2. Official Receiver, 48, Hamilton sq, Birkenhead.

Gibbs, Robert Thomas, Cardiff, Colliery Proprietor. Aug 24 at 2.30. Official Receiver, 3, Crookherbtown, Cardiff.

Hall, Alfred John, Brierley Hill, Staffordshire, Coal Dealer. Aug 26 at 11. Talbot Hotel, Stourbridge.

Hemming, John Joseph, Cheltenham, Solicitor. Aug 24 at 4.15. County Court, Cheltenham.

Hill, Albert, Gt Grimsby, Bricklayer. Sept 1 at 12. Official Receiver, 3, Haven st, Gt Grimsby.

Hill, Edward, Portladies, Sussex, Draper. Aug 24 at 12. Official Receiver, 39, Bond st, Brighton.

Hyslop, Henry Hector, St John's ter, Sadler's Wells, Clerk. Aug 27 at 12. 33, Carey st, Lincoln's inn.

Jehan, Charles Edmund, Cardiff, out of business. Aug 24 at 10.30. Official Receiver, 3, Crookherbtown, Cardiff.

Johnson, Joseph, Birmingham, Carpenter. Aug 25 at 11. Official Receiver, Birmingham.

Lacy, John Thomas, Cleve, Lincolnshire, out of business. Sept 1 at 12.30. Official Receiver, 3, Haven st, Great Grimsby.

McAnult, Silvester, Birmingham, Woollen Merchant. Aug 27 at 11. Official Receiver, Birmingham.

Milnes, Fanny, Nottingham, Hotel Proprietress. Aug 24 at 3. Official Receiver, 1, High pavement, Nottingham.

Owen, Richard, Llanfawel, Anglesea, Grocer. Aug 24 at 2. Official Receiver, Crypt chambers, Eastgate row, Chester.

Pierce, Evan, Portmadoc, Carnarvonshire, Mariner. Aug 24 at 12. Official Receiver, Crypt chambers, Eastgate row, Chester.

Pope, Frederick William, Shepton Mallett, Draper. Aug 25 at 12.30. Official Receiver, Bank chambers, Bristol.

Price, William Henry, Cardiff, Grocer. Aug 24 at 12. Official Receiver, 3, Crookherbtown, Cardiff.

Rattenbury, Ebenezer, Exeter, Tailor. Aug 27 at 11. Official Receiver, 13, Bedford circus, Exeter.

Ravenhall, Joseph, Kingswainford, Staffs, Grocer. Aug 26 at 11.15. Talbot Hotel, Stourbridge.

Richards, Edward, West Ham, Essex, Corn Dealer. Aug 26 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

Ridout, George, Landport, Hants, Leather Seller. Aug 26 at 12.30. Chamber of Commerce, 145, Cheapside.

Roberts, Margaret Jane, Bangor, Bootmaker. Aug 24 at 2.30. Official Receiver, Crypt chambers, Eastgate row, Chester.

Rowberry, James, Halesowen, Worcestershire, Hay Dealer. Aug 26 at 10.45. Talbot Hotel, Stourbridge.

Smith, Henry, Cardiff, Ship Chandler. Aug 24 at 11. Official Receiver, 3, Crookherbtown, Cardiff.

Sneddon, David, Cleator Moor, Cumberland, Engineman. Aug 26 at 2. 67, Duke st, Whitehaven.

Thickett, James, Cantley, Norfolk, Licensed Victualler. Aug 28 at 12. Official Receiver, 3, King st, Norwich.

Thompson, John, Liverpool, Stationer. Aug 27 at 2. Official Receiver, 35, Victoria st, Liverpool.

Thornley, William Hearnshaw, and Arthur Dakeyne Webster, Nottingham, Lace Dyers. Aug 25 at 12. Official Receiver, 1, High pavement, Nottingham.

Turner, John Wilkinson, Whitby, Painter. Aug 24 at 11.30. Official Receiver, 8, Albert rd, Middlesbrough.

Underhay, Emily, Talmorth rd, West Kensington, Widow. Aug 27 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn.

Webster, William, Southport, Lancashire, Engineer. Aug 25 at 3.30. Official Receiver, 35, Victoria st, Liverpool.

Wensley, James, Bristol, Music Seller. Aug 27 at 12.45. Great Western Hotel, Paddington, London.

Wharton, William, Great Boughton, Cheshire, out of business. Aug 24 at 3.30. Official Receiver, Crypt chambers, Eastgate row, Chester.

Whittington, Frank, Nilton, Isle of Wight, Blacksmith. Aug 25 at 3. George Hotel, Portsmouth.

Wills, John, Hutton le Hole, Implement Maker. Aug 24 at 12.45. Three Tuns Hotel, Durham.

Wiltshire, William, junr, Ryde, Isle of Wight, Tailor. Aug 26 at 2. Chamber of Commerce, 145, Cheapside.

Winter, Edmund, Christchurch, Builder. [Aug 26 at 3.45. London Hotel, Poole.

ADJUDICATIONS.

Andrews, William, South Stockton, out of business. Stockton on Tees and Middlesbrough. Pet Aug 13. Ord Aug 13.

Baswitz, Hermann, Manchester avenue, Aldersgate st, Mantle Manufacturer. High Court. Pet July 16. Ord Aug 14.

Bloor, Henry George, Sheffield, Electro Plater. Sheffield. Pet July 3. Ord Aug 13.

Booth, Robert, Hulme, Manchester, Beerhouse Keeper. Salford. Pet Aug 13. Ord Aug 13.

Brookson, Henry, Derby pl, Old Ford, Licensed Victualler. High Court. Pet July 26. Ord Aug 14.

Buckley, Walter, Huddersfield, Coal Merchant. Huddersfield. Pet July 30. Ord Aug 13.

Bulmer, William, Gulseborough, out of business. Stockton on Tees and Middlesbrough. Pet Aug 10. Ord Aug 10.

Burgess, Edward, Norwich, Printer. Norwich. Pet July 13. Ord Aug 13.

Collin, Philip, Winchester, Gardiner. Winchester. Pet Aug 12. Ord Aug 14.

Craddock, John, Everceech, Somerset, Coal Merchant. Wells. Pet Aug 6. Ord Aug 14.

Davenport, James, Stretford, nr Manchester, Grocer. Salford. Pet July 13. Ord Aug 14.

Dyer, George, Cheshire, Farmer. Birkenhead. Pet July 23. Ord Aug 12.

Fowler, George, residence unknown, no occupation. High Court. Pet June 26. Ord Aug 14.

Galles, James Robert, Leadenhall st, Clerk. High Court. Pet under sec 163. Ord Aug 13.

Hall, Alfred John, Brierley Hill, Staffordshire, Coal Dealer. Stourbridge. Pet Aug 7. Ord Aug 11.

Harrison, Edwin, Bradford, out of business. Dewsbury. Pet July 29. Ord Aug 13.

Henderson, John, Commercial rd E, Ironmonger. High Court. Pet July 16. Ord Aug 12.

Jarman, Thomas, Llanelly, Brecon, Innkeeper. Tredegar. Pet Aug 13. Ord Aug 14.

Jehan, Charles Edmund, Cardiff, out of business. Cardiff. Pet Aug 10. Ord Aug 10.

Johnson, John Henry, Derby, Grocer. Derby. Pet July 28. Ord Aug 13.

Kreutz, Carl, Newgate st, Hatter. High Court. Pet Aug 10. Ord Aug 12.

Marsh, Thomas, and Robert Ledgerwood, Birmingham, Silversmiths. Birmingham. Pet July 28. Ord Aug 12.

McKerrow, Robert Esquhar, Llanbadoc, nr Usk, Mon, Schoolmaster. Newport Mon. Pet Aug 10. Ord Aug 14.

Richards, Edward, West Ham, Essex, Corn Dealer. High Court. Pet July 22. Ord Aug 12.

Rothwell, George, Liverpool, Baker. Liverpool. Pet Aug 14. Ord Aug 14.

Sheridan, Dudley Perrott, Lombard st, Financial Agent. High Court. Pet May 1. Ord Aug 12.

Smith, David, Birmingham, out of business. Birmingham. Pet Aug 10. Ord Aug 12.

Smith, Mary Ann, Birstal, Yorks, Widow. Dewsbury. Pet June 29. Ord Aug 14.

Sneddon, David, Cleator Moor, Cumberland, Engineman. Whitehaven. Pet Aug 12. Ord Aug 12.

Taylor, Henry, Kingston on Thames, Lath Render. Kingston, Surrey. Pet Aug 5. Ord Aug 14.

Thompson, Charles, Newport, Ironmonger. Newport and Ryde. Pet July 30. Ord Aug 5.

Vaughan, James, Usk, Mon, Grocer. Newport. Pet Aug 11. Ord Aug 12.

Watson, Albert, Albert Keighley, and Frederick Watson, Bingley, Yorks, Wringing Machine Makers. Bradford. Pet Aug 13. Ord Aug 14.

Webb, Edward, Fulham rd, West Brompton, Butcher. High Court. Pet July 16. Ord Aug 12.

ADJUDICATIONS ANNULLED.

Blaydes, Arthur Charles, Harringworth, Northamptonshire, no occupation. Leicester. Annul June 28. Adjud Sept 17.

Johnson, Enoch, Charlwood st, Pinalico, Builder. High Court. Adjud Nov 3. Annul Aug 14.

SALE OF ENSUING WEEK.

Aug. 24.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, Leaschold Property (see advertisement, Aug. 7, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

HACON—CHAMPION.—Aug. 12, at Christ Church, St. Marylebone, William Llewellyn Hacon, of Lincoln's-inn, barrister, to Mary Leslie, daughter of Major-General James Hyde Champion, of 17, Harewood-square, N.W.

MELLOR—KNOWLES.—Aug. 10, at Lazonby, Cumberland, Frank H. Mellor, barrister-at-law, to Mabel Lucy, daughter of the late Herbert Knowles.

ROBSON—FLETCHER.—Aug. 17, at St. Jude's, Kensington, Sydney Harrington Robson, barrister-at-law, of the Inner Temple, to Florence Brooking, daughter of the late Charles Fletcher, Esq., of Lorrimer-square.

STIMSON—SMITH.—Aug. 17, at St. Cuthbert's, Bedford, Charles Stimson, solicitor, Bedford, to Eleanor Mary Perrott (Norah), daughter of Benjamin Smith of Colesden Cottage, Bedford.

DEATHS.

HALL.—Aug. 11, at 40, St. James's-square, Notting-hill, John Edward Hall, M.A. barrister, of Lincoln's-inn, aged 48.

MAPLES.—Aug. 12, at Elmsford-house, Spalding, Ashley Maples, solicitor, aged 80.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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The Editor does not hold himself responsible for the return of rejected communications.

CAPE OF GOOD HOPE.—CONVERSION OF THE PUBLIC DEBT.

THE LONDON AND WESTMINSTER BANK LIMITED, on behalf of the Government of the Cape of Good Hope, and in accordance with the Acts of the Cape Legislature, No. 16 of 1881, as amended by No. 18 of 1883 and No. 16 of 1886, offer conversion into Cape of Good Hope Consolidated Stock, on the terms hereinafter set forth, to the holders of all Debentures of Loans negotiated by the Government of the Colony of the Cape of Good Hope through the Crown Agents for the Colonies, as well as of the unconverted portion of the Five per Cent. Loan negotiated through the London and Westminster Bank Limited.

The Cape of Good Hope Consolidated Stock, bearing interest at four per cent. per annum, to be created for the purposes of this Conversion, will be inscribed in accordance with the provisions of the "Colonial Stock Act, 1877"—40 and 41 Vict., cap. 59—in the books of the Stock to be kept by the London and Westminster Bank Limited, and will be transferable, without charge and free of Stamp Duty, at that Bank, either by the Stockholders personally or by their Attorneys. The interest, at the rate of four per cent. per annum, will be payable, on behalf of the Cape of Good Hope Government, at the London and Westminster Bank Limited, Lothbury, on the 15th April and 15th October in each year, by Dividend. THE CAPE OF GOOD HOPE GOVERNMENT DEBENTURES, to the Holders of which Conversion is offered, and the amount of Cape of Good Hope Four per Cent. Consolidated Stock to be inscribed in exchange for each £100 in Debentures, are as under, viz.:

Acts of the Colonial Parliament under which the Loans were issued.	Authorized Issue.	Present Amount.	Redeemable.	Interest Payable.	Amount of Four per Cent. Consolidated Stock offered for each £100 of Debentures.
NEGOTIATED THROUGH THE CROWN AGENTS FOR THE COLONIES.					
Six per Cent. Debentures.	£	£	15 Oct., 1890	15 April, 15 Oct.	£ s. d.
6 of 1880	100,000	82,600	1 Jan., 1891	1 Jan., 1 July	109 5 0
8 of 1880	150,000	131,300	15 April, 1891	15 April, 15 Oct.	109 10 0
14 of 1883	150,000	122,000	15 Oct., 1892	" "	112 0 0
17 of 1883	29,500	25,700	15 Oct., 1894	" "	115 0 0
23 of 1884	29,500	25,000	15 Oct., 1900	" "	122 10 0
11 of 1886-7	200,000	174,400	31 Dec., 1900	" "	122 10 0
23 of 1884	20,000	18,100	31 Dec., 1900	" "	122 10 0
8 of 1885	20,000	17,600	31 Dec., 1900	" "	122 10 0
Five per Cent. Debentures:					
8 of 1884	255,400	209,300	31 Dec., 1900	15 April, 15 Oct.	111 10 0
Four and a Half per Cent. Debentures:					
7 of 1870; 7 of 1871; 14 and 15 of 1872; 13 of 1873; 19 and 20 of 1874; 25 and 26 of 1875; 12 and 13 of 1876; 6, 7, and 40 of 1877; 17 and 22 of 1878; 14, 16, 27, 34, 35, and 38 of 1879; and 4, 5, 21, and 24 of 1880	7,407,700	6,828,800	{ Annual Drawings' Accumulative }	15 April, 15 Oct.	107 0 0
24 and 26 of 1878	2,615,600	2,419,700	{ Ditto }	1 June, 1 Dec.	107 0 0
8 of 1876	68,000	68,000	31 Dec., 1899.	1 Jan., 1 July	106 0 0
Four per Cent. Debentures:					
1 of 1881	2,000,000	1,892,100	{ Annual Drawings' Accumulative }	1 June, 1 Dec.	100 10 0
Five per Cent. Debentures:					
22 of 1880, as amended by 3 of 1881; 14, 18, and 20 of 1881; 17 and 30 of 1882; 21, 25, and 26 of 1883	4,837,500	1,525,800	Any time between 1 Dec., 1893, and 1 Dec., 1923.	1 June, 1 Dec.	107 10 0
Totals	17,892,700	13,843,100			

Debentures of any of the above Loans will be received by the London and Westminster Bank Limited, on and after the 1st September, 1886, for conversion into Four per Cent. Consolidated Stock, the interest on which will accrue from the 15th October next, and the first half-yearly payment thereon to be made on the 15th April, 1887. Forms for listing the Debentures to be lodged for conversion can be obtained of the London and Westminster Bank Limited, and the signatures of the persons in whose names the Consolidated Stock is to be inscribed will be required thereon.

Holders of Debentures, on which the interest is payable on the 15th October, will retain the Coupon due 15th October, 1886, and holders of Debentures, on which the interest was paid on the 1st June or 1st

Warrants, which, if desired, can be sent by post to the Stockholders; and the Stock will be redeemable at par at the same Bank, on the 15th October, 1896, but the Government of the Cape of Good Hope will have the option of redemption at par in London, on or after the 15th October, 1916, on giving twelve calendar months' notice by advertisement in the "London Gazette" and in the "Times" Newspaper, or by post to the then Stockholders at their registered addresses.

Stock Certificates to Bearer, of the denominations of £100, £500, and £1,000, with Coupons for the Half-yearly Dividends attached, will be obtainable in exchange for Inscribed Stock at the London and Westminster Bank Limited, Lothbury, on payment of the prescribed fees, and such Certificates can be re-inscribed as Stock at the will of the holder.

The revenues of the Colony of the Cape of Good Hope, alone, are liable in respect of this Stock and the Dividends thereon, and the Consolidated Fund of the United Kingdom and the Commissioners of Her Majesty's Treasury are not directly or indirectly liable or responsible for the payment of the Stock or the Dividends thereon, or for any matter relating thereto.—40 and 41 Vict., cap. 59, sec. 19.

The Holders of which Conversion is offered, and the amount of Cape of Good Hope Four per Cent. Consolidated Stock to be inscribed in exchange for each £100 in Debentures, are as under, viz.:

Acts of the Colonial Parliament under which the Loans were issued.	Authorized Issue.	Present Amount.	Redeemable.	Interest Payable.	Amount of Four per Cent. Consolidated Stock offered for each £100 of Debentures.
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Totals	17,892,700	13,843,100			

July, will receive payment up to the 15th October, 1886, of the interest accrued from the 1st June and 1st July respectively, at the rates now borne by their Debentures. With the exception of the Coupons due 15th October, 1886, above-mentioned, Debentures lodged for conversion must have all undue Coupons attached.

The Conversion will close on the 15th November, 1886.

The provisions relating to the Annual drawings of certain of the Government Debentures will continue to operate as heretofore, and such Debentures as the holders may not wish to convert will be drawn in the same ratio as hitherto.

London and Westminster Bank Limited, Lothbury, London, E.C., 16th August, 1886.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

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INTEREST ALLOWED ON DEPOSITS.

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Fixed for 6 or 9 months " 4 " " "

Fixed for 1 year certain " 4½ " " "

Fixed for 2 years " 4½ " " "

Fixed for 3, 5, or 7 years " 5 " " "

Current Accounts opened and cheque books supplied. Interest at 2½ per cent. per annum allowed on the minimum monthly balance if not below £100.

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ROBERT TURNER ROHDE, Secretary.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

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Life Premiums	191,000
Interest	132,000
Accumulated Funds	£3,134,000.

THE STANDARD LIFE ASSURANCE COMPANY.

Established 1825.

Invested Funds ... 6½ Millions Sterling.

Annual Revenue ... £900,000.

At the division of Surplus declared on 11th May, 1886, Reversionary Bonus additions to the amount of £980,000 were added to Policies.

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